

Exhibit 23

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

ROSS UNIVERSITY SCHOOL OF
MEDICINE, LTD.,

Plaintiff,

-against-

Index No.:
09CIV1410

BROOKLYN QUEENS HEALTH CARE,
INC., and WYCKOFF HEIGHTS MEDICAL
CENTER,

Defendants.

-----X

45 Rockefeller Plaza
11th Floor
New York, New York

July 1, 2010
10:12 p.m.

EXAMINATION BEFORE TRIAL of
JULIUS ROMERO, a representative of the
Defendants in the above-entitled action,
taken on behalf of the Plaintiff, held at
the above time and place, and taken before
Binita Shrestha, a reporter and Notary
Public within and for the State of New York.

1 APPEARANCES:

2 BAKER HOSTETLER, LLP.

3 Attorneys for Plaintiff

4 45 Rockefeller Plaza, 11th Floor

5 New York, New York, 10111

6 Tel: 212-589-4200

7 BY: GEORGE J. TZANETOPOULOS, ESQ.

8 K & L GATES, LLP.

9 Attorneys for Defendants

10 599 Lexington Avenue

11 New York, New York, 10022

12 Tel: 212-536-3900

13 BY: WALTER P. LOUGHLIN, ESQ.

14 Also Present:

15 Michael Augusta - Legal Intern

16 K & L Gates, LLP.

1 J. ROMERO

2 JULIUS ROMERO,

3 the witness herein, having first been

4 duly sworn by a Notary Public of the

5 State of New York, was examined and

6 testified as follows:

7 EXAMINATION BY

8 MR. TZANETOPOULOS:

9 (Documents premarked as Romero

10 Exhibits 1 through 7 for

11 identification as of this date.)

12 Q. Please state your name for the
13 record.

14 A. Julius Romero.

15 Q. Please state your business address.

16 A. Wyckoff Heights Medical Center, 374
17 Stockholm Street, Brooklyn, New York, 11237.

18 Q. Mr. Romero, have you ever given a
19 deposition before?

20 A. No.

21 Q. Let me tell you a little bit -- I'm
22 sure Mr. Loughlin has talked to you but let
23 me tell you a little bit about what will
24 happen today. I'll ask a series of
25 questions. I'll ask you to answer them. A

1 IT IS HEREBY STIPULATED AND AGREED by
2 and between the attorneys for the respective
3 parties herein that the sealing, filing and
4 certification of the within deposition be
5 waived; that such deposition may be signed
6 and sworn to before any officer authorized
7 to administer an oath, with the same force
8 and effect as if signed and sworn to before
9 whom said deposition was taken.

10 IT IS FURTHER STIPULATED AND AGREED that
11 all objections, except as to form, are
12 reserved to the time of trial.

13 IT IS FURTHER STIPULATED AND AGREED that
14 counsel for the witnesses appearing herein
15 shall be furnished with a copy of the within
16 deposition without cost.

1 J. ROMERO

2 court reporter will write down what's said.

3 Because she is writing it down, just a few
4 rules that people sometimes forget: You do
5 have to answer in words, so nodding your
6 head or saying uh-huh or uh-uh doesn't work.
7 You're likely to forget that. Between the
8 two of us, we'll help you remember, but if
9 you can try that, it will be great, okay?

10 A. Okay.

11 Q. If at any time you need a break, let
12 us know. I'll be happy to take one. If you
13 don't understand me or don't hear my
14 question, just ask me to say the question
15 again, and I'll be happy to repeat it, okay?

16 A. Okay.

17 Q. What did you do to prepare for
18 today's deposition?

19 A. Can you be more specific?

20 Q. Sure. Did you meet with anyone to
21 prepare for today?

22 A. Yes.

23 Q. With whom?

24 A. With Mr. Loughlin.

25 Q. Was anybody else present when you

6

1 **J. ROMERO**

2 **met with Mr. Loughlin?**

3 A. Yes.

4 **Q. Who else was there?**

5 A. Mr. Rober, R-O-B-E-R.

6 **MR. LOUGHLIN:** That's an

7 associate of mine.

8 **Q. Was anybody else present other than**

9 **Mr. Loughlin and Mr. Rober?**

10 A. No.

11 **Q. Where did you meet them?**

12 A. At Wyckoff Heights Medical Center.

13 **Q. And for how long?**

14 A. About half a day.

15 **Q. Did you review documents to help**

16 **refresh your memory about events?**

17 A. Yes.

18 **Q. What documents did you look at?**

19 A. Some e-mails.

20 **Q. Anything else?**

21 A. I believe the contract.

22 **Q. Anything else?**

23 A. No.

24 **Q. Aside from Mr. Loughlin and Mr.**

25 **Rober, have you talked to anybody at the**

7

1 **J. ROMERO**

2 **hospital about the events to help refresh**

3 **your recollection for today?**

4 A. Yes.

5 **Q. With whom did you speak?**

6 A. David Hoffman.

7 **Q. And in substance, what did you and**

8 **Mr. Hoffman say to one another?**

9 **MR. LOUGHLIN:** Objection.

10 That's privileged. I instruct you

11 not to answer.

12 **MR. TZANETOPOULOS:** I asked it

13 to refresh his recollection.

14 **MR. LOUGHLIN:** You can't probe

15 communications between Mr. Romero

16 and the general counsel of the

17 hospital in preparation of his

18 testimony today. That's privileged.

19 **MR. TZANETOPOULOS:** Under Rule

20 612 it's admissible and it's

21 discoverable.

22 **MR. LOUGHLIN:** I'm instructing

23 him not to answer just because you

24 phrased the question in a way to

25 trick him into saying that he spoke

8

1 **J. ROMERO**

2 to the general counsel about the

3 subject of his testimony today

4 doesn't affect the fact that it's

5 privileged.

6 **MR. TZANETOPOULOS:** We can take

7 that up later.

8 **Q. Mr. Romero, other than Mr. Hoffman,**

9 **did you speak to anyone at the hospital to**

10 **refresh your recollection about events?**

11 **MR. LOUGHLIN:** Objection to

12 form.

13 **MR. TZANETOPOULOS:** You can

14 answer.

15 **THE WITNESS:** What is the

16 question, please?

17 **Q. Sure. You say you talked to Mr.**

18 **Loughlin, Mr. Rober, and Mr. Hoffman. My**

19 **question is is there anybody else at Wyckoff**

20 **that you talked with to refresh yourself**

21 **about the events that might come up today?**

22 A. No.

23 **Q. Have you spoken with Harold McDonald**

24 **in the last week?**

25 A. No.

9

1 **J. ROMERO**

2 **Q. When is the last time that you did**

3 **speak with Mr. McDonald?**

4 A. About a month ago.

5 **Q. And what was the topic of your**

6 **conversation between you and he?**

7 A. It was about hiring an attending

8 physician for him at Kingsbrook.

9 **Q. How old are you, sir?**

10 A. 38.

11 **Q. What is your home address?**

12 A. 2 Bay Club Drive, Bayside, New York.

13 **Q. What is the highest level of**

14 **education which you've attained?**

15 A. Bachelors.

16 **Q. Where did you take your Bachelor's**

17 **degree?**

18 A. New York University.

19 **Q. In what year did you receive that**

20 **degree?**

21 A. 1995.

22 **Q. In what was your degree?**

23 A. Health administration.

24 **Q. If you could give us the short**

25 **version of the Julius Romero CV from when**

J. ROMERO

you got out of school to the present?

A. I was employed at Wyckoff since college, NYU, since 1990, intermittently employed, laid off in '95 for six months, went back to Wyckoff again. So it's pretty much Wyckoff Heights Medical Center all throughout, 21 years.

Q. You started at Wyckoff in 1990. What was your position then?

A. I was a night clerk.

Q. What did you do?

A. Data entry for ER records.

Q. And then after the night clerk position, what was next?

A. Manager of medical records.

Q. During what period of time did you hold that position?

A. I believe '92 to '95.

Q. And the '95 layoff, was it from the medical records position?

A. Yes. In '95 I worked at the Long Island College Hospital.

Q. When did you return to Wyckoff?

A. October '95.

J. ROMERO

A. In 2000 I was hired as coordinator for medical education.

Q. How long did you hold that position?

A. A good two years.

Q. Give or take 2002?

A. 2002.

Q. What did you do as coordinator for medical education?

A. I was asked to schedule and to form affiliation agreements with medical schools under my supervisor.

Q. Who was your supervisor?

A. Dr. Ken Freiberg, F-R-E-I-B-E-R-G.

Q. Did your position as coordinator for medical education encompass tasks with respect to residence, or just medical students, or both?

A. It's both.

Q. Is it correct that at Wyckoff Heights at the time, the hospital provided clinical clerkship rotations for students who were in medical school, correct?

MR. LOUGHLIN: Are you saying around 2000?

J. ROMERO

Q. When you returned to Wyckoff, in what position were you employed?

A. Yes.

Q. What was your position then?

A. Manager of gastroenterology.

Q. What did you do as the manager of gastroenterology?

A. I managed the GI unit of the institution, and I did special projects for the hospital.

Q. And when you say you managed the GI unit, the day-to-day tasks, what does that involve?

A. It would be payroll, billing, scheduling, staffing.

Q. And the payroll and scheduling, would that be payroll and scheduling for staff or also for physicians?

A. Only staff.

Q. How long did you hold the position as manager of the GI unit?

A. About five years.

Q. So until about 2000. What did you do next?

J. ROMERO

MR. TZANETOPOULOS: 2000 to 2002.

THE WITNESS: Correct.

Q. Also, the hospital provided residencies for graduates of the medical schools also, correct?

A. Yes.

Q. And your job encompassed managing schedules and affiliation contracts with respect to both?

A. With respect to medical schools.

Q. Let me try it again. So you had affiliations contracts with medical schools for medical students, right?

A. Right.

Q. You scheduled medical students in their rotations at Wyckoff?

A. For medical students, yes.

Q. What did you do with respect to residency?

A. I assisted the director of medical education in orientation, and scheduling, and credits.

Q. And that director would be Dr.

14

1 **J. ROMERO**

2 **Freiberg?**

3 A. Correct.

4 **Q. Is there anything else that your job**

5 **encompassed in the 2000-2002 time frame?**

6 A. Just daily administrative tasks.

7 **Q. In and around residency of medical**

8 **students?**

9 A. That's correct.

10 **Q. After being coordinator of medical**

11 **education, what was the next job?**

12 A. Assistant director.

13 **Q. Assistant director for medical**

14 **education?**

15 A. That's correct.

16 **Q. At the time, was there a department**

17 **of medical education or something like that**

18 **at Wyckoff?**

19 A. Yes.

20 **Q. What was the name of the department?**

21 A. It's the department of medical

22 education.

23 **Q. During what period of time were you**

24 **assistant director?**

25 A. I believe 2002 to 2006.

15

1 **J. ROMERO**

2 **Q. Did your tasks change at all with**

3 **the change of title?**

4 A. It was, in my opinion, the same.

5 **Q. Hopefully pay raise at least?**

6 A. Yes.

7 **Q. So better title, pay raise, but same**

8 **job?**

9 A. It is the same job.

10 **Q. During the period from 2002 through**

11 **2006 when you were a coordinator for medical**

12 **education and assistant director for medical**

13 **education at Wyckoff, did you do the actual**

14 **negotiating with medical schools for**

15 **affiliation agreements?**

16 A. I was involved.

17 **Q. During that period of time, who else**

18 **was involved?**

19 A. My supervisor, Dr. Freiberg.

20 **Q. Anybody else?**

21 A. It would be our president and CEO at

22 that time.

23 **Q. Is that Dominick Gio?**

24 A. Yes.

25 **Q. Anyone else?**

16

1 **J. ROMERO**

2 A. From the hospital side, no.

3 **Q. During that period of time, I take**

4 **it, it was Mr. Gio who had final say so on**

5 **your side on contract terms?**

6 MR. LOUGHLIN: 2002 to 2006?

7 MR. TZANETOPOULOS: Yes.

8 THE WITNESS: Yes.

9 **Q. Let's roll forward. After the**

10 **assistant director for medical education,**

11 **what was your next job?**

12 A. Assistant vice president.

13 **Q. For medical education?**

14 A. Yes.

15 **Q. During what period of time were you**

16 **assistant vice president for medical**

17 **education?**

18 A. 2006 to 2010.

19 **Q. Did your job change at all with this**

20 **change of title?**

21 A. Not in function.

22 **Q. Did it change at all?**

23 A. Yes.

24 **Q. How did it change?**

25 A. It was just more expansive

17

1 **J. ROMERO**

2 volume-wise as far as the demand for time

3 and hours spent.

4 **Q. Is it correct then that the tasks**

5 **were the same but you got assigned more of**

6 **them?**

7 A. Correct.

8 **Q. To whom did you report when you were**

9 **assistant vice president for medical**

10 **education?**

11 A. To the CEO, CFO, and the COO.

12 **Q. So is it correct that once you**

13 **became assistant vice president for medical**

14 **education, you no longer reported to Dr.**

15 **Freiberg?**

16 A. I still worked with Dr. Freiberg.

17 **Q. My question is supervising and**

18 **reporting relationships. Once you became**

19 **assistant vice president, was Dr. Freiberg**

20 **your boss, or the CEO, or CFO, or COO --**

21 A. Yes, he was still my boss.

22 **Q. What was Dr. Freiberg's title again?**

23 A. He's vice president for medical

24 education and director of medical education.

25 **Q. After the assistant vice president**

18

20

J. ROMERO**for medical education position, what's next?****A.** Associate vice president.**Q.** How did your task change once you became associate vice president for medical education?**A.** I had additional responsibilities.**Q.** What were those?**A.** Budgeting, departmental budgeting, and physician payment.**Q.** Any other additional responsibilities?**A.** No.**Q.** Did you continue to have the responsibility that you did before for affiliation agreements and scheduling?**A.** Yes.**Q.** Is the associate vice president for medical education position the one that you hold today?**A.** Yes.**Q.** In any period of time did you hold a position for Brooklyn Queens Health Care?**A.** No, I'm not aware.**Q.** And at any period of time, did you**J. ROMERO****District Court Southern District of Florida captioned American University of the Caribbean and some others v. Caritas Health Care. It's a notice of filing supplemental declaration of Julius Romero, and then attached to the notice is the supplemental declaration of Julius Romero. I'll show you that. Take a minute to look at it and then I'll have some questions.****A.** Ready.**Q.** Mr. Romero, have you had a chance to review Exhibit Number 8?**A.** Yes.**Q.** And on page 2 of 2 of the affidavit, is that your signature?**A.** It is.**Q.** This is a declaration that you signed in connection with the lawsuit between American University of the Caribbean and Caritas, Wyckoff, and Brooklyn Queens Health Care, is it not?**A.** Yes.**Q.** Are the statements set forth in the this declaration correct?

19

21

J. ROMERO**hold a position for Caritas Health Care?****A.** Yes.**Q.** What was your position there?**A.** Assistant vice president.**Q.** For medical education?**A.** Medical education.**Q.** During what period of time did you hold the position as assistant vice president of medical education for Caritas Health Care?**A.** I believe 2007 until closure.**Q.** Closure was February or March of 2009?**A.** I'm not sure.**MR. TZANETOPOULOS:** Let's mark these as Exhibits 8 and 9.

(Whereupon, the aforementioned documents were marked as Romero Exhibit 8 and 9 for identification as of this date.)

Q. Mr. Romero, let me show you a document that the court reporter has marked as Exhibit 8. It appears to be a paper filed in the case in the United States**J. ROMERO****A.** Yes.**Q.** Is it correct then that you were assistant vice president for medical education for Brooklyn Queens Health Care, Inc.?**A.** As stated on the document, yes.**Q.** Is there any other way that you were?**MR. LOUGHLIN:** If you don't remember whether or not you were ever appointed to that position, you can say that, but just, you know, explain to him whether you believe at that time that you had that position.**THE WITNESS:** At that time, I believed I was working at Wyckoff Heights Medical Center and Caritas Health Care.**Q.** My question, sir, is was there a time that you signed the declaration in Exhibit 9 as assistant vice president for medical education for Brooklyn Queens Health Care?

22

J. ROMERO**A.** Yes, in that capacity.**Q.** Is it true that it is in your capacity as assistant vice president for medical education for Brooklyn Queens Health Care that you oversaw the clinical clerkship programs at Caritas's two hospitals and at Wyckoff?**A.** Yes.**Q.** You were aware, were you not, at the time you signed the declaration marked Exhibit 8 that Wyckoff and Brooklyn Queens Health Care and Caritas Health Care were in a lawsuit with the American University of the Caribbean?**A.** Yes.**Q.** You knew that AUC was looking to recover money from Caritas, and Wyckoff, and BQHC, correct?**A.** Could you restate that question?**Q.** At the time you signed this, you knew that AUC was suing to get money from the hospitals.**A.** I knew that AUC was suing for money from Caritas.

23

J. ROMERO**Q.** Did you know that they wanted money from Wyckoff and Brooklyn Queens also?**A.** I don't remember.**Q.** When you signed this declaration, did you understand it to be the case that the declaration would be filed to support the hospital's position in this lawsuit, this lawsuit being the AUC lawsuit?**A.** No, I have a vague recollection of the time when I signed the declaration.**Q.** Did you know what this declaration was going to be used for?**A.** In a limited way, yes.**Q.** What did you understand its purpose to be?**A.** It would be used by our counsel to attest to the clerkship placements made to AUC students.**Q.** Did you understand at the time that you signed it that what was said in here must be true?**A.** Correct.**Q.** And you understood at that time that if it were untrue, you were stating this

24

J. ROMERO**under the penalty of perjury?****A.** Yes.**Q.** Mr. Romero, let me show to you a document that the court reporter has marked as Exhibit Number 9. Exhibit 9 is a different notice of filing supplemental declaration of Julius Romero, and the caption is American University of the Caribbean and others versus Caritas Health Care and others pending in the United States District Court for the Southern District of Florida and attached to that another and different supplemental declaration of Julius Romero. Again, sir, take a moment to look at that and I'll ask you questions.**A.** Okay.**Q.** Mr. Romero, have you had a chance to review Exhibit Number 9?**A.** Yes.**Q.** On page 7 of 7 of the declaration, is that your signature?**A.** Yes.**Q.** And again, you understood, at the time you signed this, that you were making

25

J. ROMERO**these statements under penalty of perjury?****A.** Yes.**Q.** Are the statements in the declaration marked Exhibit 9 true?**A.** Yes.**Q.** If I can direct your attention, please, to paragraph 6 of your declaration, it says, "As I stated in my original declaration, I was directly involved in the negotiations that led to the execution of a December 1, 2006 promissory note agreement between Defendant Caritas and Plaintiff American University of the Caribbean." Is that correct?**A.** Yes.**Q.** Who else from the hospital side was involved in those negotiations?**A.** Our general counsel, Mr. Hoffman.**Q.** David Hoffman?**A.** Yes, our COO at that time, Harold McDonald, our CEO at that time, Dominick Gio, our CFO at that time, Wah Chung Hsu, W-A-H, C-H-U-N-G, H-S-U, and the Caritas CFO, Richard Sarli, S-A-R-L-I, from Caritas

26

1 J. ROMERO
 2 Planning.
 3 Q. Anybody else from the hospital side?
 4 A. In a limited way, Dr. Freiberg.
 5 Q. Anybody else?
 6 A. None that I can recall.
 7 Q. How about for the American
 8 University of the Caribbean, with whom did
 9 you deal with from AUC?
 10 A. Cynthia Holden, counsel; the
 11 clinical dean, I can't recall his name,
 12 sorry; their clinical manager at that time,
 13 I don't have the name; Mr. Yife Tien, and
 14 there was another lawyer, I believe, Robert
 15 Black.
 16 Q. As indicated in paragraph 6 of your
 17 declaration, those negotiations did in fact
 18 lead to the execution of the December 1,
 19 2006 promissory note agreement, correct?
 20 A. Correct.
 21 Q. Mr. Romero, I have handed to you a
 22 document that the court reporter has marked
 23 as Deposition Exhibit Number 4 entitled
 24 Promissory Note, December 1, 2006. Is
 25 deposition Exhibit 4 the promissory note to

27

1 J. ROMERO
 2 which you referred in paragraph 6 of the
 3 declaration?
 4 A. I believe this is the promissory
 5 note.
 6 Q. If I could refer back to the
 7 declaration, Exhibit 9, and in particular to
 8 paragraph 10 of your declaration, I'm
 9 summarizing, it says that from the inception
 10 of the AUC Caritas relationship of December
 11 2006, 50 of the -- let me just ask you this:
 12 Caritas owned, did it not, two hospitals?
 13 A. Operated two hospitals.
 14 Q. And those hospitals were Mary
 15 Immaculate Hospital and St. John's Hospital,
 16 correct?
 17 A. Yes.
 18 Q. Who owned those hospitals?
 19 A. I didn't know.
 20 Q. Did Caritas operate any other
 21 hospitals other than Mary Immaculate
 22 Hospital and St. John's?
 23 A. Not to my knowledge.
 24 Q. Is it correct that during the 2006
 25 to March 2008 time frame, there were only

1 J. ROMERO
 2 100 medical student core clerkships at the
 3 two Caritas hospitals?
 4 A. Yes.
 5 Q. Were there more than 100 core
 6 clerkships ever provided at those two
 7 hospitals during that time frame?
 8 A. No.
 9 Q. Is it also correct that for core
 10 clerkships, only two medical schools
 11 provided medical students for those
 12 rotations?
 13 A. Only two to my knowledge.
 14 Q. And that was Ross University School
 15 of Medicine and the American University of
 16 the Caribbean; is that correct?
 17 A. That's correct.
 18 Q. How many elective clerkship
 19 rotations were offered at St. John's and
 20 Mary Immaculate?
 21 A. It varied.
 22 Q. What was the range?
 23 A. The range would be 20 to 50 to my
 24 recollection.
 25 Q. Did the American University of the

29

1 J. ROMERO
 2 Caribbean send its students through those
 3 elective clerkships?
 4 A. At certain times.
 5 Q. Did Ross?
 6 A. Yes.
 7 Q. Were there any other medical schools
 8 that had students for elective rotations at
 9 the Caritas hospitals?
 10 A. Yes.
 11 Q. Which other schools?
 12 A. New York Medical College.
 13 Q. How many clerks at any given time
 14 did you have from New York Medical College?
 15 A. I don't know. I didn't operate
 16 them. I didn't place them.
 17 Q. Who did the placing of medical
 18 schools for clerkships at the two Caritas
 19 hospitals?
 20 A. I believe at that time New York
 21 Medical College.
 22 Q. And from the hospital side, who made
 23 the arrangements?
 24 A. I don't know.
 25 Q. Administratively did the New York

1 J. ROMERO

2 college clerks run outside the ambit of your
3 group?

4 A. They were absolutely separate and
5 distinct.

6 Q. So when you were assistant vice
7 president for medical education for BQHC,
8 you had a group of clerks for whom you had
9 administrative responsibility, and New York
10 Medical did their own thing; is that
11 correct?

12 A. That's correct.

13 Q. For those that you had
14 responsibility for, were the only two
15 schools who had clerks at the Caritas
16 hospitals Ross and AUC?

17 A. From my recollection, yes. Every
18 now and then, physicians would bring in an
19 observer or two, which did not go through my
20 office, which I objected to.

21 Q. Is it correct that the only medical
22 student clerks at the Caritas hospitals for
23 whom any BQHC affiliate was paid by a
24 medical school were from AUC or from Ross?

25 A. From my recollection, yes.

1 J. ROMERO

2 either on your own or with anybody else,
3 worked on plans for prepaid clinical
4 rotation contracts for the Caritas
5 hospitals?

6 A. No.

7 Q. Did you know who did?

8 A. From what I recall, it was Dominick
9 Gio and Harold McDonald.

10 Q. And at that time, Mr. Gio was
11 president and chief executive officer of
12 Wyckoff, wasn't he?

13 A. Yes.

14 Q. And Mr. McDonald was chief operating
15 officer of Wyckoff.

16 A. Yes.

17 Q. Do you know if offer letters like
18 Exhibits 1 and 2 went to any other medical
19 schools?

20 A. Yes.

21 Q. Which schools did they go to?

22 A. From what I recall, St. Matthews
23 University, and Hope Medical Institute.

24 Q. Any other schools?

25 A. No, none that I can recall.

1 J. ROMERO

2 Q. Mr. Romero, let me show you two
3 documents that the court reporter has marked
4 as Exhibits 1 and 2. Have you had a chance
5 to look at Exhibits 1 and 2?

6 A. Yes.

7 Q. Exhibit 1 is a letter dated
8 August 21st, 2006, from Dominick Gio,
9 president and chief executive officer of
10 Wyckoff Heights Medical Center to Yife Tien,
11 chief executive officer of the American
12 University of the Caribbean. It's been
13 marked with Bates numbers ROSS 0607 and ROSS
14 0608. Exhibit 2 is an August 21st, 2006,
15 letter from Dominick Gio, president and
16 chief executive officer of Wyckoff Heights
17 Medical Center to Nancy Perri, vice
18 president, academic affairs, Ross University
19 School of Medicine. Mr. Romero, did you work
20 on preparing these offer letters?

21 A. No.

22 Q. Who put these together?

23 MR. LOUGHLIN: If you know.

24 THE WITNESS: I don't.

25 Q. Before August 21st, 2006, had you,

1 J. ROMERO

2 Q. Now, you said you worked on the
3 negotiations that led up to the AUC
4 agreement. Did you also work on the
5 negotiations that led up to the agreement
6 with Ross?

7 A. Yes.

8 Q. Who directed you to work on those
9 agreements or on these negotiations?

10 A. Mr. Gio and Mr. McDonald.

11 Q. What was your role in the
12 negotiations with Ross?

13 A. In my terms, a liaison for messages
14 between the hospital and the school.

15 Q. What was your role in the
16 negotiations with American University of the
17 Caribbean?

18 A. It would be the same way, as a
19 liaison.

20 Q. For the hospital side of things,
21 were you the business person with
22 decision-making authority on deal points in
23 these negotiations?

24 A. No.

25 Q. For the hospital side, let's talk

1 J. ROMERO

2 for a moment about the negotiation with
3 Ross, and then we'll talk about AUC, but
4 with respect to negotiations leading up to
5 the Ross contract, was it the usual practice
6 on the hospital side, when a substantive
7 deal point came up, that you got direction
8 either from Mr. Gio or Mr. McDonald to
9 transmit to Ross?

10 A. I would always check on deal points
11 with my superiors.

12 Q. Which people?

13 A. Mr. Gio, Mr. McDonald, at times Dr.
14 Freiberg, Mr. Hoffman, and even sometimes
15 the chairman, chairman of the clinical
16 services involved in teaching the medical
17 students.

18 Q. Who was that person?

19 A. For medicine it would be doctor
20 Chandra Pradeep, C-H-A-N-D-R-A,
21 P-R-A-D-E-E-P.

22 Q. Anybody else? Was there
23 Dr. Denton involved here?

24 A. That's for the Caritas side later
25 on. The answer is no.

1 J. ROMERO

2 Q. Let's talk about the AUC promissory
3 note again, that's Exhibit 4. Mr. Loughlin
4 pointed to this part earlier but what I
5 would like to direct your attention in
6 Exhibit 4 is paragraph 4 on page 6 of 10.
7 If I could direct your attention to the
8 signature page, the last page of the
9 exhibit. Is that Mr. Gio's signature for
10 each of Brooklyn Queens Health Care, and
11 Caritas Health Care Planning, and Wyckoff
12 Heights Medical Center?

13 A. I believe so.

14 Q. Paragraph 4 on page 6 of 10 reads,
15 "Brooklyn Queens acknowledges and agrees on
16 behalf of its wholly-owned subsidiary,
17 Wyckoff, that a default, as defined in
18 section 2 paragraph 5 herein, by Brooklyn
19 Queens, Caritas, MIH, and SJQH collectively
20 during the term of the note agreement will
21 obligate Wyckoff to assume responsibility to
22 this note agreement," and then it goes on to
23 talk about what the responsibilities are. In
24 your role as liaison on in this negotiation,
25 did you have discussions about this term or

1 J. ROMERO

2 Q. Well, on the hospital side in terms
3 of money, price, interest, guarantees --
4 would it be fair, as a general matter, to
5 call those commercial terms of these
6 contracts?

7 MR. LOUGHLIN: Objection, form.

8 Q. In terms of price, the amount of the
9 money to be prepaid and guarantees that were
10 involved, who were the business people on
11 the hospital side that had decision-making
12 authority about those kinds of terms?

13 A. It would be the CEO, COO, and CFO.

14 Q. Mr. Gio, Mr. McDonald, and Mr.
15 Sarli?

16 A. And Mr. Hsu, H-S-U.

17 Q. Anybody else?

18 A. None that I can recall.

19 Q. Now, in your negotiations with
20 American University of the Caribbean, would
21 that be the same arrangement, those were the
22 four people who would have decision-making
23 authority about the price, deposits,
24 interest, and guarantees?

25 A. Yes.

1 J. ROMERO

2 something like that with AUC?

3 A. I had some vague discussions with
4 the clinical director of AUC.

5 Q. Who was that person?

6 A. I don't remember her name.

7 Q. Were those discussions in person, by
8 telephone, by e-mail?

9 A. In person and by telephone.

10 Q. And however your recollection works,
11 it works. Can you recall any of those
12 distinctly or just the topic never just
13 merged together?

14 A. Just a general discussion on
15 placement of students should they require
16 students to be placed at Wyckoff.

17 Q. In substance, what do you recall
18 about those discussions, what you said to
19 them and what they said to you?

20 A. At that time AUC had an agreement at
21 Wyckoff, and at that time I informed the
22 clinical manager, the lady that I was
23 speaking with, that she can place her
24 students at Wyckoff should anything occur
25 with Caritas.

1 J. ROMERO

2 Q. Is there anything else of substance
3 that you recall concerning your discussions
4 with AUC of the topic matter set forth in
5 paragraph 4?

6 A. I just recall she did -- I do recall
7 she did say that she was discussing this
8 with her superiors including at that time
9 Mr. Tien and Cynthia Holden.

10 Q. Is there anything else that you
11 recall with the substance of those
12 discussions?

13 A. No.

14 Q. Were you present when anybody else
15 on behalf of the hospital discussed this
16 topic matter with the folks at AUC?

17 MR. LOUGHLIN: Do you understand
18 the question?

19 THE WITNESS: If you could
20 restate the question, please?

21 Q. Sure. We've talked about the
22 discussions you personally had with AUC
23 about the topic in paragraph 4.

24 A. Right.

25 Q. The next question is were you

1 J. ROMERO

2 as Exhibits Number 5, 6, and 7. Number 5 is
3 entitled Affiliation Agreement between Ross
4 University School of Medicine and Brooklyn
5 Queens Health Care. Exhibit 6 is entitled
6 Amendment to Affiliation Agreement between
7 Ross University School of Medicine and
8 Brooklyn Queens Health Care. Exhibit 7 is
9 the Second Amendment to the Affiliation
10 Agreement between Ross and Brooklyn Queens
11 Health Care. Did you work on each of these
12 agreements in some respect?

13 A. Yes.

14 Q. I would like to direct your
15 attention to the signature page of
16 Exhibit 6, that's the amendment. Is that
17 your signature in the signature block on the
18 last page?

19 A. Yes.

20 Q. If I could direct your attention to
21 the signature block in Exhibit 7, on
22 Exhibit 7 there is a signature block at the
23 end of the amendment on the page with
24 identification number BQHC 42915. Is that
25 you?

1 J. ROMERO

2 present when anybody else from the hospital
3 talked to AUC about that topic?

4 A. Not about the topic.

5 Q. Were you involved in any way in the
6 exchange of drafts between AUC and the
7 hospitals for this promissory note as it was
8 negotiated?

9 A. Yes.

10 Q. What I would like to talk about is
11 once the parties get close and then
12 ultimately agree to a draft, the mechanism
13 by which it got to Mr. Gio to sign, did
14 somebody send that to you to give to Mr. Gio
15 or did that happen elsewhere?

16 A. All drafts were transmitted to
17 Wyckoff via fax or e-mail. If it's e-mail,
18 either through my office or Mr. Hoffman's
19 office.

20 Q. In this case, Exhibit 4, were you
21 the one that presented it to Mr. Gio to be
22 signed?

23 A. I don't recall.

24 Q. Mr. Romero, I have handed to you a
25 document that the court reporter has marked

1 J. ROMERO

2 A. Yes.

3 MR. LOUGHLIN: I don't know if
4 you intended it, but Exhibit 7 does
5 include, in addition to the second
6 amendment, a side letter. I just
7 called it to your attention. I
8 didn't know whether you wanted it
9 included.

10 Q. Have you signed affiliation
11 agreements on behalf of any of the BQHC
12 affiliated entities -- strike that.

13 On behalf of BQHC or any of the
14 affiliated entities, have you signed
15 affiliation agreements with medical schools
16 other than the two we've just looked at?

17 A. No.

18 Q. In Exhibit 6, who directed you to
19 sign that?

20 A. To my recollection, it was Mr.
21 Singleton.

22 Q. And in Exhibit 7, who directed you
23 to sign the amendment where you signed on
24 Exhibit 7?

25 A. That's correct.

1 J. ROMERO
2 Q. The question was who directed you?
3 A. Thomas Singleton.
4 MR. LOUGHLIN: Just so the
5 testimony is clear, because there
6 may have been a little bit of a
7 misunderstanding there, I think the
8 testimony was that Mr. Singleton
9 instructed Mr. Romero to sign
10 Exhibit 6 and Exhibit 7.
11 Q. Is that correct?
12 A. That's correct.
13 Q. During the time that Mr. Singleton
14 was at the hospitals -- and we'll talk about
15 that in more detail, but let's focus on that
16 period of time when we're talking
17 signatures. Now, during the time that Mr.
18 Singleton was at the hospitals, did he sign
19 other medical school affiliation agreements
20 or their amendments?
21 A. None that I can recall.
22 Q. During the time that Mr. Singleton
23 was at the hospitals, did any of the
24 hospitals enter into amendment affiliation
25 agreements for medical student clerkships?

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1 J. ROMERO
2 A. I just want to capture that question
3 one more time.
4 Q. I'll ask it in a more precise form.
5 You've said Mr. Singleton signed these two.
6 I'm just wondering if there were any others.
7 So let me ask a question that captures that.
8 During the time that Mr. Singleton was at
9 the hospital, were there any other
10 affiliation agreements or amendments to
11 affiliation agreements that were executed on
12 behalf of any of the affiliated hospital
13 entities?
14 A. I don't remember.
15 Q. Up until the time in December 2006
16 when the AUC promissory note was executed,
17 had Wyckoff entered into prepaid contracts
18 with medical schools for clerkships or was
19 that the first prepaid deal?
20 A. 2006 was the first prepaid.
21 Q. So AUC was the first?
22 A. Yes.
23 Q. I take it Ross was the second.
24 A. Ross was the second.
25 Q. There has been other testimony in

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1 J. ROMERO
2 this matter to the effect that the Caritas
3 acquisition closed 1st of January 2007. At
4 that time, at the closing in 2007, were the
5 only prepaid contracts for clerkships at the
6 Caritas hospitals the promissory note with
7 AUC and the Ross contract?
8 A. Yes.
9 Q. Throughout the time when the Caritas
10 hospitals were open, did that continue to be
11 true that Ross and AUC were the only ones
12 that had prepaid deals?
13 A. Yes.
14 (Romero Exhibit 10 marked for
15 identification as of this date.)
16 Q. Mr. Romero, the court reporter has
17 handed you a document that has been marked
18 as Deposition Exhibit Number 10. Exhibit 10
19 is an e-mail chain and attachment marked
20 with identification numbers ROSS 009216
21 through ROSS 009223.
22 MR. LOUGHLIN: In the copy of
23 the exhibit, I have the just one
24 e-mail.
25 MR. TZANETOPOULOS: There is one

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1 J. ROMERO
2 from Mr. Romero to Dr. Perri and one
3 from Dr. Perri to Mr. Perri.
4 MR. LOUGHLIN: Oh, I see.
5 Q. Have you had an opportunity to
6 review Exhibit 10?
7 A. Yes.
8 Q. Before we start on the exhibit, did
9 you know Dr. Nancy Perri before August of
10 2006?
11 A. Yes.
12 Q. How did you know Dr. Perri?
13 A. I knew Dr. Perri as the clinical
14 dean of Ross University.
15 Q. Ross had, did it not, medical
16 students doing clerkship rotations at
17 Wyckoff before any of the Caritas deals?
18 A. Yes.
19 Q. And was it in connection with your
20 work placing and supervising at medical
21 students at Wyckoff that you knew Dr. Perri?
22 A. Yes.
23 Q. Up until then or up until the
24 negotiations for the Ross affiliation
25 agreement concerning clerkships at the

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Caritas hospitals, what had your interaction with Dr. Perri been?

A. Clinical placement, slots, disciplinary issues.

Q. So in short, scheduling students, and if there was a problem with the students, dealing with that problem?

A. Correct, and billing.

Q. At this period of time, that is fall of 2006, was the contract between Wyckoff and Ross for placement of medical students for clerkships at Wyckoff pay as go?

A. Yes.

Q. Let's focus back on Exhibit 10. Exhibit 10, if we ignore the forwarding portion from Mr. Perri to Dr. Perri, the original message as it's marked there in the attachment, is that an e-mail and attachment that you sent to Dr. Perri?

A. Yes.

Q. I guess you did copy Philip Perri.

A. Right.

Q. Did you know Mr. Perri from scheduling students as well?

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terms, can you describe what it is you were proposing?

A. The proposal was a discussion on possible opportunities for Ross University at the proposed site at the then Catholic Medical Center of Brooklyn for clerkship placements.

Q. And you have numbers 1 through 5. We can go through individually if it helps with your recollection or as a group if that works, either way your recollection works, but there is discussion of continuous back-to-back scheduling, continuing of WYCKOFF2, and things like that. In layman's terms, do you have a recollection of the overall structure of what the proposal at this time was?

A. It was a discussion on slots at St. John's and Mary Immaculate Hospital, should we offer it and should they agree to continue to send students there after January 2007.

Q. In paragraph 2, there is discussion of continuous back-to-back scheduling of

J. ROMERO

A. Yes.

Q. You write, "To complement a proposal submitted by the Brooklyn Queens Health Care, Inc. last month, I am attaching a matrix analysis based on current clerkship slots at the Catholic Mary Medical Center campuses (Mary Immaculate and St. John's). Is the proposal by the Brooklyn Queens Health Care, Inc., to which you refer in this e-mail Mr. Gio's letter of August 21st, 2006 that we have marked as Deposition Exhibit Number 2?

A. It's in relation to the proposal of August 21st, 2006.

Q. Maybe I need to be more clear with my question. Your e-mail of October 5, 2006 in Exhibit 10 refers to a proposal submitted by the Brooklyn Queens Health Care, Inc. My question is is the proposal that you referred to the letter on Exhibit 2?

A. Yes.

Q. Your e-mail in Exhibit 10 has some numbered points where you describe the deal and then the attached matrix. In layman's

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core rotations. For those who aren't involved in the day-to-day of medical student clerkships, in layman's terms what is that that it refers to?

A. It means that students who are scheduled at Caritas are scheduled in rotation blocks, and rotation blocks are continuous, and it basically allows a medical student to be placed in a rotation from one block to the next without any gaps, any time gaps.

Q. So you are proposing here or at least the advantage of what you were proposing is that at a single hospital, one student could do a number of rotations back to back without having to move between places?

A. Not having to move between places. If I may, Ross University, in the past, over the past ten years or six years that we have been working together, had always requested, if not demanded, slots from hospitals like Wyckoff for continuous rotations for their students because of (i), there aren't enough

1 J. ROMERO
2 slots for their students to place, and (ii),
3 they have what they call scheduling gaps,
4 which are reported in some sort of the
5 matrix, from what I recall, from Phil Perri
6 at the school.
7 **Q. From your understanding, from the**
8 **student's perspective, it's advantageous to**
9 **be able to do a number of different kinds of**
10 **rotations at a single hospital without**
11 **having a time gap so that you can get the**
12 **clerkships done as quickly as possible**
13 **without moving?**
14 A. At different hospitals, at different
15 hospitals.
16 **Q. In Exhibit 10, point 3 of your**
17 **e-mail, it says, "All contingency slots**
18 **listed under WYCKOFF2 for five years." In**
19 **layman's terms, what's the proposal on that**
20 **point?**
21 A. This proposal was a discussion. I
22 was trying to get a discussion on slots that
23 could be -- core clerkship slots that can be
24 created for Ross University outside of their
25 current agreement at the time.

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1 J. ROMERO
2 **Q. And the slots that were being**
3 **discussed in point 3 would be slots to be**
4 **provided at Wyckoff?**
5 A. Yes.
6 **Q. Is it correct that between**
7 **August 21, 2006, when Mr. Gio sent to the**
8 **letter to Dr. Perri, and your e-mail, I**
9 **guess it appears that you hadn't talked**
10 **about Mr. Gio's proposal yet with Dr. Perri**
11 **but were trying to provoke a discussion with**
12 **this e-mail; is that correct?**
13 A. No, I had spoken with Dr. Perri and
14 Mr. Perri on the phone in between.
15 **Q. Tell me what you remember about**
16 **those discussions.**
17 A. They were very brief, and it was
18 merely an update of whether or not they
19 received the proposal and what they plan on
20 doing about it.
21 **Q. What did they say to you?**
22 A. It was a basic "We'll get back to
23 you, and we are reviewing the proposal."
24 And that's pretty much it.
25 (Whereupon, a recess was taken.)

1 J. ROMERO
2 **Q. Mr. Romero, before the break we were**
3 **discussing Deposition Exhibit Number 10,**
4 **your October 5, 2006 e-mail to Dr. Perri.**
5 **If I could direct your attention to the**
6 **attachment to the e-mail which is entitled,**
7 **Draft Ross University School of Medicine**
8 **Medical Student Matrix. Did you prepare the**
9 **attachment or did somebody else?**
10 A. I did.
11 **Q. Your attachment begins, "From the**
12 **data presented, BQHC provides and guarantees**
13 **'green-book' clerkships at its Caritas**
14 **campuses (Mary Immaculate Hospital and Saint**
15 **John's Queens Hospital) for sixty (60) core**
16 **slots each year for five consecutive years."**
17 **Where did you get that information from?**
18 A. The information was gathered from
19 interviewing academic-type faculty at Mary
20 Immaculate Hospital and Saint John's Queens
21 Hospital.
22 **Q. What are green-book clerkships?**
23 A. Green-book clerkships are rotations
24 that are approved by the accreditation
25 counsel for graduate medical education

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1 J. ROMERO
2 allowing medical student clerkships to be
3 completed under the auspices of the ACGMA
4 residency training programs.
5 **Q. After you had prepared the**
6 **attachment, did anybody else in the hospital**
7 **review it before you sent it out to**
8 **Dr. Perri?**
9 A. I don't recall.
10 **Q. Would it have been your usual**
11 **practice at this time to have somebody else**
12 **at the hospital review a piece like this**
13 **before you sent it out?**
14 A. Yes.
15 **Q. And per your usual practice, who**
16 **would you submit it to for reading?**
17 A. Dr. Freiberg. I would also send it
18 to Mr. Gio's office and Mr. McDonald's
19 office.
20 **Q. Was it your usual practice to get**
21 **approval from those people before you sent**
22 **out a piece like this?**
23 A. Yes.
24 (Document marked as Romero
25 Exhibit 11 for identification as

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1 J. ROMERO

2 of this date.)

3 Q. Mr. Romero, let me show you a
4 document that the court reporter has marked
5 as Exhibit Number 11. It's an e-mail
6 exchanged between you and Dr. Perri which
7 appears to be labeled ROSS 009186. Is
8 Exhibit 11 an e-mail that you sent to
9 Dr. Perri and her reply to you?

10 A. Yes.

11 Q. Your e-mail dated October 24, 2006
12 says that it's a follow-up to a conversation
13 that morning. Did you talk to Dr. Perri
14 that morning?

15 A. I can't recall. However, it is my
16 practice to document my conversations
17 usually on the day of the conversation.

18 Q. So your standard practice at work
19 would be to, if you have a conversation of
20 substance, follow up with an e-mail noting
21 what was discussed?

22 A. Yes.

23 Q. Is Exhibit 11 such an e-mail?

24 A. Yes.

25 Q. Was Mr. Gio in on this conversation?

1 J. ROMERO

2 A. Absolutely.

3 Q. Who asked you to do that?

4 A. It would be the president of the
5 hospital, Dominick Gio.

6 Q. And the reason, at least as you
7 understood it, of why Mr. Gio wanted Ross to
8 act quickly was to get money into the
9 hospitals quickly, correct?

10 MR. LOUGHLIN: Objection to the
11 form. You can go ahead and answer.
12 You can give your testimony subject
13 to the objections.

14 THE WITNESS: I believe so,
15 including the placement of students
16 who might be vacated in January of
17 2007, from my perspective.

18 Q. So let's sort that out if we can.
19 From your perspective, one issue is that
20 beginning January 7, 2007, you would be in
21 charge of scheduling students at the two
22 Caritas hospitals, correct?

23 A. I didn't assume that at the time.
24 However, from my perspective, my concern was
25 the displacement of CMC-based medical

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1 J. ROMERO

2 A. I don't recall.

3 Q. Do you recall who else was?

4 A. No.

5 Q. Other than what is written in the
6 e-mail, do you remember anything else about
7 this phone call?

8 A. No.

9 Q. At this point in time, had AUC
10 expressed an interest in the slots that had
11 been offered for the clerkships at the
12 Caritas hospitals?

13 A. I'm not certain about the timeline
14 for that.

15 Q. Had any other schools expressed
16 interest in those slots?

17 A. No.

18 Q. Your e-mail asks Dr. Perri to advise
19 preferably within the next two days so that
20 you can hold these clerkship slots for Ross.
21 Was that negotiating attempt on your part to
22 move them along on the process?

23 A. On the hospital's part.

24 Q. Had someone asked you to indicate to
25 them that they needed to act quickly?

1 J. ROMERO

2 students.

3 Q. I understand. So your concern was
4 that students who were presently doing
5 rotations at St. John's and Mary Immaculate
6 Hospital might be displaced once the deal
7 closed unless you made other arrangements?

8 A. From my recollection, we had a
9 number of students who were starting
10 rotations in December of 2006, and if Ross
11 did not have an agreement at then St.
12 Vincent's Brooklyn Queens, those same
13 students will be displaced in the middle of
14 their rotations.

15 Q. And that was an issue with which you
16 were concerned because that's part of your
17 job?

18 A. Absolutely.

19 Q. Mr. Gio's concern was, was it not,
20 getting money at the door as quickly as he
21 could, at least as you understood it?

22 A. It's possible.

23 Q. Well, is it correct to say to your
24 understanding?

25 A. Yes.

1 J. ROMERO
2 Q. Did you have an understanding as to
3 what that money was going to be used for?
4 A. No.
5 (Document marked as Romero
6 Exhibit 12 for identification as
7 of this date.)
8 Q. Mr. Romero, let me show you a
9 document that has been marked as Deposition
10 Exhibit Number 12. It has been marked as
11 identification numbers ROSS 009177 through
12 9179. Is Exhibit 12 an e-mail and its
13 attachment that you sent to Dr. Perri?
14 A. Yes.
15 Q. What, if anything, had occurred
16 between the October e-mail and this one that
17 caused you to send a new e-mail and a new
18 attachment?
19 A. From what I recall, it was a follow
20 up.
21 Q. Is it correct then it was just one
22 more effort to get Ross to move?
23 A. Yes.
24 Q. It notes that you sent copies to
25 Keisha, K-E-I-S-H-A, Cole, Harold McDonald

1 J. ROMERO
2 A. Yes.
3 Q. You write, "Per our discussion,
4 please review comment as needed and sign.
5 The clinical affiliation agreement with CMS
6 is intact except for the compensation
7 agreement during the term covered in this
8 amendment (four years, \$5 million or until
9 prepaid clerkship fees are exhausted)." And
10 then attached to your e-mail is a draft of
11 the amendment. Who prepared the draft
12 amendment that's attached here?
13 A. I don't recall.
14 Q. Did you?
15 A. No.
16 Q. In the ordinary course of the
17 hospital's business, is this something that
18 likely came from legal?
19 MR. LOUGHLIN: If you know.
20 THE WITNESS: I'm not certain.
21 Q. This was provided to you to send to
22 Ross?
23 A. Yes.
24 Q. Who provided it to you?
25 A. I'm not certain who in particular

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1 J. ROMERO
2 and Dominick Gio. Who is Ms. Cole?
3 A. From what I recall, Ms. Cole was one
4 of Dr. Perri's assistants and a hospital
5 liaison.
6 Q. Had Mr. McDonald and Mr. Gio both
7 asked you to do this or were they copied
8 just to keep them on the loop?
9 A. It would be both.
10 Q. So they had asked to see if you
11 could move Ross?
12 A. Yes.
13 Q. And then you sent this e-mail?
14 A. Yes. It's important to note that I
15 have a standing order to follow up on these
16 things.
17 (Document marked as Romero
18 Exhibit 13 for identification as
19 of this date.)
20 Q. The court reporter has handed to you
21 a document marked as Exhibit 13. Exhibit 13
22 has been stamped with identification numbers
23 BQHC 24771 and 24772. Is Exhibit 13 a
24 November 13, 2006 e-mail and its attachment
25 that you sent to Dr. Perri?

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1 J. ROMERO
2 but at the time all correspondence for CMC
3 would be coming from Mr. McDonald's office.
4 Q. So as you sit here today, do you
5 think it likely that somebody in Mr.
6 McDonald's office provided this document to
7 you to send to Ross?
8 MR. LOUGHLIN: Objection. Don't
9 ask him to speculate.
10 MR. TZANETOPOULOS: It's
11 discovery deposition.
12 MR. LOUGHLIN: You're asking him
13 is it likely that the source of it
14 was a particular person when he said
15 he doesn't recall who gave it to
16 him.
17 Q. Do you think this came from Mr.
18 McDonald's office to be forwarded to Ross?
19 A. Probably.
20 Q. Your e-mail refers to a discussion
21 with Dr. Perri that afternoon. Was anybody
22 else on that call?
23 A. None that I can recall.
24 Q. In substance what did you say to
25 Dr. Perri and she to you?

1 J. ROMERO

2 A. Could you repeat that question?

3 Q. I wouldn't expect you to remember
4 the exact words, but in substance, what did
5 Dr. Perri say to you and you to her during
6 this telephone call?

7 A. Whenever I had conversations with
8 Dr. Perri, including this, Dr. Perri would
9 ask general questions on the agreement, and
10 in this particular discussion, from what I
11 recall, it was a discussion on CMC in
12 particular at that time, Catholic Medical
13 Center, and the students that they have
14 there, and in response to my concern of what
15 would happen to their students at CMC once
16 Caritas takes over.

17 Q. What is it that you recall of you
18 and she saying to each other about those
19 topics?

20 A. Simply we had to get it done.

21 Q. Other than what you've testified to
22 and what's written down here, do you
23 remember anything else about that
24 conversation?

25 A. No.

1 J. ROMERO

2 stamped with identification number ROSS
3 009110 and 9111. Is Exhibit 14 a copy of an
4 e-mail to that you sent to Dr. Perri, her
5 apply to you, and your response to her reply
6 on November 16, 2006?

7 A. Yes.

8 Q. Your first e-mail of November 2006,
9 the one time stamped 12:56 p.m., has a
10 series of points under the heading, Current
11 Understanding. Had you and she talked about
12 those deal points that are listed under
13 Current Understanding?

14 A. Yes.

15 Q. What's your recollection of where
16 the two of you stood on those deal points on
17 that date?

18 A. Dr. Perri and I had numerous
19 discussions over the phone, and for the most
20 part, she would not commit to any specific
21 monetary payments or agreements. However,
22 she was always positive in her response as
23 to getting the agreement done as far as
24 student slots are concerned.

25 MR. TZANETOPOULOS: Read the

1 J. ROMERO

2 Q. I would note that the attachment you
3 sent to Dr. Perri on November 13, 2006 is in
4 the form of an amendment to a contract
5 between Ross and Catholic Medical Center of
6 Brooklyn and Queens, Inc. Did an entity
7 called Catholic Medical Center of Brooklyn
8 and Queens, Inc. exist at this point in
9 time?

10 A. From what I recall, yes. To be
11 specific, from what I recall, it's St.
12 Vincent's Catholic Medical Center Brooklyn
13 and Queens.

14 Q. So at least your thought at the time
15 was that the mechanism by which Ross and the
16 BQHC entities would amend the contract was
17 simply to amend that earlier agreement as
18 it's set forth here?

19 A. It was that discussion, yes.

20 (Document marked as Romero
21 Exhibit 14 for identification as
22 of this date.)

23 Q. Mr. Romero, let me show you a
24 document that the court reporter has marked
25 as Deposition Exhibit Number 14. It's been

1 J. ROMERO

2 answer back, please.

3 (Whereupon, the referred answer
4 was read back by the Reporter.)

5 Q. For the hospital side of the
6 monetary payments and agreements deal points
7 that you just testified about, were those
8 provided to you by others to communicate to
9 Ross?

10 A. These were discussions with the
11 president of the hospital.

12 Q. Discussions between?

13 A. Between myself and the president of
14 the hospital.

15 Q. So Mr. Gio would communicate with
16 you about those points and you with Dr.
17 Perri?

18 A. Mr. Gio and I would discuss them,
19 and then he would say, Well, send it to or
20 call Dr. Perri.

21 Q. And at this point, Dr. Perri
22 wouldn't commit on those points but was
23 positive about getting the deal done?

24 A. Yes.

25 Q. At the top of the exhibit, you sent

1 J. ROMERO

2 another e-mail at 1:40 p.m. which reads,
3 "Okay, thanks Dr. Perri. I can hold the
4 offer at bay for possibly a week." Again,
5 were there really bidders at the doorstep or
6 were you again trying to move Ross along?

7 A. We were trying to get the agreement
8 done.

9 Q. Was there anybody else ready to grab
10 those slots at that time?

11 A. We had AUC, American University of
12 the Caribbean, on the other side of the
13 negotiating table.

14 Q. Did you really think at that point
15 in time that those slots would be gone in a
16 week if Dr. Perri didn't commit right then
17 and there?

18 A. Possibly.

19 Q. But not for sure?

20 A. But not for sure.

21 (Document marked as Romero
22 Exhibit 15 for identification as
23 of this date.)

24 Q. Mr. Romero, let me show you a
25 document the court reporter has marked as

1 J. ROMERO

2 Q. Mr. Romero, Mr. Rucigay,
3 R-U-C-I-G-A-Y, testified at a deposition in
4 the last two weeks that the first meeting of
5 the Caritas board of trustees occurred some
6 time in January of 2007. Did you in fact
7 report this to the Wyckoff board?

8 A. This was the Caritas Planning board,
9 from what I understood it, at that time.

10 Q. Who made up the Caritas Planning
11 board?

12 A. I don't know.

13 Q. Do you remember anybody on it?

14 A. From what I understood at that time,
15 it was Mr. McDonald, and Dr. Mandava,
16 M-A-N-D-A-V-A. By way of that statement, I
17 was alluding to the board where Mr. McDonald
18 was a participant at Caritas.

19 Q. So to your understanding, was the
20 board, to which you referred, a group of the
21 hospital administration that was planning
22 for the acquisition of the Caritas
23 hospitals?

24 A. During that time leading to 2007, I
25 participated in several meetings of what

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1 J. ROMERO

2 Exhibit 15. It has been stamped with
3 identification number ROSS 009048. Is
4 Exhibit 15 a copy of an e-mail that you sent
5 to Dr. Perri on November 29, 2006 and her
6 response to you?

7 A. I acknowledged the e-mail.

8 Q. The bottom part is an e-mail from
9 you; is that correct?

10 A. Yes.

11 Q. And the top part is hers back to
12 you.

13 A. That's correct.

14 Q. You write, "Kindly acknowledge
15 receipt of this draft agreement submitted
16 earlier and the terms by way of a formal
17 letter. I have informed our board that you
18 have agreed, in principle, to take and
19 prepay a specific number of core and
20 elective slots beginning January 2007 at a
21 set prepayment schedule (December 15, 2006,
22 and January 15, 2007)." Had you in fact
23 informed the board of this fact?

24 A. Yes, I informed the Caritas planning
25 board about this.

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1 J. ROMERO

2 they would refer as a board of physicians
3 and administrators at St. Vincent's at that
4 time, and discussions were, of course, made
5 during those meetings regarding planning
6 purposes including this proposed clerkship
7 prepayment by Ross University.

8 Q. Mr. Romero, during those meetings
9 that you attended of this board, was there
10 any discussion of the use to which the
11 prepayment money would be brought?

12 A. No.

13 (Document marked as Romero
14 Exhibit 16 for identification as
15 of this date.)

16 Q. Mr. Romero, the court reporter has
17 handed to you a document marked Deposition
18 Exhibit Number 16. It's a two-page document
19 marked as identification numbers ROSS 009019
20 and 9020. Is Exhibit 16 a December 1st
21 e-mail from you to Dr. Perri, her reply to
22 you, and your response back to her?

23 A. Yes.

24 Q. The first e-mail from you to Dr.
25 Perri on this exhibit is dated December 1st,

1 J. ROMERO

2 2006, and shows some carbon copies. One is
3 to Mr. McDonald, correct?

4 A. Yes.

5 Q. And I think people have told us
6 throughout the course of depositions here
7 that the nyp.org section of the e-mail
8 address is a reference to New York
9 Presbyterian.org which Wyckoff used at the
10 time?

11 A. That's correct.

12 Q. That's because Wyckoff was part of
13 the New York Presbyterian system.

14 A. Yes.

15 Q. The carbon copy shown after Mr.
16 McDonald is ris9022@nyp.org. Is that to Mr.
17 Richard Sarli?

18 A. From what I recall, yes.

19 Q. And then another copy to
20 dnh9001@nyp.org, is that to David N.
21 Hoffman?

22 A. Yes.

23 Q. So you sent a copy of this e-mail to
24 Dr. Perri and a copy to Mr. McDonald, Mr.
25 Sarli, and Mr. Hoffman, correct?

1 J. ROMERO

2 returned the call to Mr. St. James. Had Mr.
3 McDonald told you that he had done so?

4 A. From what I recall, in my practice I
5 would have called the different people
6 involved and asked them where they are in
7 their own individual responsibilities
8 leading to this agreement.

9 Q. So what you knew at the time that
10 you wrote this was that earlier that morning
11 Dr. Perri asked you have Mr. McDonald call
12 Mr. St. James. Mr. McDonald had done so and
13 said that Mr. Sarli would follow up.

14 A. It may not be. It may have been a
15 telephone call that I received from John St.
16 James or had asked me to call Mr. McDonald
17 or have Mr. McDonald call him regarding the
18 terms of the agreement.

19 Q. So as of this time, it's possible
20 that you had heard this from Mr. McDonald or
21 Mr. St. James?

22 A. That's correct.

23 Q. Do you know which?

24 A. I was merely trying to put everyone
25 on the same page with the conversation.

1 J. ROMERO

2 A. Yes.

3 Q. You write, "Per our telephone
4 meeting this morning, the following items
5 were discussed," and then you list them. Is
6 this another of your confirming e-mails
7 following the conversation with Dr. Perri?

8 A. Yes.

9 Q. And in fact, did each of those
10 points come up in the conversation with her
11 that day?

12 A. Yes.

13 Q. At point 2, you write, "A call from
14 Mr. McDonald is requested by Mr. St. James.
15 Mr. McDonald has returned the call to Mr.
16 St. James today and will be followed up with
17 Mr. Rich Sarli (Caritas CFO)." Do you see
18 where I am?

19 A. Yes.

20 Q. At that point, was it the case that
21 during the call with Dr. Perri on
22 December 1st, she asked you to have Mr.
23 McDonald call Mr. St. James?

24 A. I don't recall.

25 Q. And you write that Mr. McDonald has

1 J. ROMERO

2 Q. At this point in time, do you
3 remember who gave you the information?

4 A. No. At that time, I would be making
5 calls to Mr. McDonald's office, and he had
6 three secretaries and an administrator. As
7 far as Dr. Perri and Mr. St. James, I would
8 usually be dealing with them directly on the
9 phone.

10 Q. Did you understand Mr. St. James to
11 be the CFO at Ross?

12 A. Yes.

13 Q. In the course of your earlier
14 dealings with Ross, was it the case that
15 negotiations would proceed or did proceed
16 with you and Dr. Perri working out the
17 academic arrangements and then later
18 Mr. St. James coming into talk about the
19 commercial and money arrangements?

20 MR. LOUGHLIN: Objection. Are
21 you referring to the agreement
22 between Ross and Wyckoff or the
23 negotiations that led to the
24 BQHC-Ross agreement for the Caritas
25 purchase.

1 J. ROMERO
2 MR. TZANETOPOULOS: The later
3 one, I think, I took off the table.
4 MR. LOUGHLIN: Okay, I
5 misunderstood.
6 MR. TZANETOPOULOS: I was
7 talking about your earlier dealings
8 with Ross.
9 THE WITNESS: Kindly restate.
10 Q. Sure. What I'm trying to find out
11 is in the usual course of your negotiations
12 with Ross started with Dr. Perri in the
13 academic group to talk about those topics,
14 and then once you got through those, the
15 money guys like Mr. St. James entered?
16 A. No, this would be the first time.
17 Q. So was it the case in this
18 negotiation that you and Dr. Perri first
19 talk about the academic issues, and then Mr.
20 St. James comes in to talk about money?
21 A. That's correct.
22 Q. I suppose on your side of things,
23 the divide was you and perhaps Dr. Freiberg
24 on the academic side of things, and Mr.
25 McDonald, and Mr. Sarli, and Mr. Gio on the

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1 J. ROMERO
2 money side of things?
3 MR. LOUGHLIN: Objection to
4 form.
5 THE WITNESS: In the past, Dr.
6 Perri would be handling all of the
7 negotiations and the transactions,
8 both academic and commercial.
9 Q. And let me make my question a little
10 more clear. For this particular negotiation
11 on the BQHC-Ross affiliation agreement on
12 the hospital side of things, was it you and
13 Dr. Freiberg on the academic side, and then
14 Mr. Sarli, Mr. McDonald, and Mr. Gio on the
15 money side?
16 A. That would pretty much sum it up.
17 Q. And just to help orient you, Dr.
18 Perri writes back in this exhibit that Mr.
19 Sarli spoke with Mr. St. James this
20 afternoon about a new agreement, and she
21 writes that she will be meeting with John
22 St. James and Dr. Shepherd, and that he is
23 scheduled to follow up with Mr. Sarli
24 afterwards. Do you know who Dr. Shepherd
25 was?

1 J. ROMERO
2 A. Yes.
3 Q. Who is Dr. Shepherd?
4 A. Dr. Thomas Shepherd is or was at the
5 time the president of Ross University School
6 of Medicine and School of Veterinary
7 Medicine.
8 Q. And then you write back to Dr.
9 Shepherd -- referring back again to
10 Exhibit 16, on December 3rd you write back
11 to Dr. Perri that you have informed Rich and
12 Harold that the draft agreement will be
13 coming from your office with approval from
14 John St. James and Tom Shepherd. Rich and
15 Harold, is that Rich Sarli and Harold
16 McDonald?
17 A. Yes.
18 Q. Had you informed both of them about
19 the fact?
20 A. Yes.
21 Q. Is it the case that Dr. Perri had
22 told you that Ross would be sending his
23 draft agreement?
24 A. Yes.
25 Q. And then a couple of lines down, you

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1 J. ROMERO
2 write, "In addition as a backup, I have
3 designed a contingency plan in effect for at
4 least the next four years at Wyckoff that
5 can then collateralize any committed
6 corporateship at Caritas. This can be the
7 expressed or implied on the business
8 agreement." Did you have a discussion about
9 that point over the telephone with Dr.
10 Perri?
11 A. I believe on numerous occasions.
12 Q. Numerous occasions before this
13 e-mail?
14 A. Before this e-mail, yes.
15 Q. Had you had discussions on the
16 hospital side within your group about that
17 point?
18 A. Yes.
19 Q. Let's start with the discussions
20 within your group. With whom did you speak
21 and what was the substance of those
22 discussions?
23 A. I had spoken with Dominick Gio, CEO
24 at Wyckoff and Harold McDonald, the
25 administrator at Caritas Planning, and the

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1 J. ROMERO
2 discussions were basically to get things
3 moving and to get things done. There are
4 certain requests that Ross, in particular
5 Dr. Perri and Phil Perri, have insinuated or
6 requested directly from me regarding
7 clerkship placements at Wyckoff and at
8 Caritas.
9 Q. With respect to collateralizing
10 Wyckoff and committed clerkships at Caritas,
11 what was the substance of internal
12 discussions on the hospital side?

13 A. The discussion was, from my
14 recollection, a parallel program wherein the
15 core clerkship capacities at Caritas would
16 have an equal or more of the same core
17 clerkship capacities at Wyckoff. And in
18 this case, my discussion with Mr. Gio and
19 Harold McDonald at that time was that should
20 Ross decide to use Wyckoff or should Ross
21 decide to use Caritas, their students,
22 within those capacities, are portable in as
23 far as placing the students. This was part
24 of my discussion internally with them that I
25 wanted from my perspective a more fluid

1 J. ROMERO
2 A. No.
3 Q. At this point in time, had Mr.
4 McDonald or Mr. Sarli reported to you
5 discussions with Mr. St. James in which Mr.
6 St. James had expressed concern about
7 finding protection for the \$5 million
8 prepayment if anything happened to the
9 Caritas hospitals?

10 MR. LOUGHLIN: When you say at
11 this point in time, do you mean the
12 first week of December?

13 MR. TZANETOPOULOS: December
14 3rd, 2006.

15 THE WITNESS: From what I
16 recall, the only discussion that Mr.
17 Sarli mentioned or at least conveyed
18 to me is that Mr. St. James wanted
19 Ross to be a secured creditor, and
20 that's what I recall about that.
21 There was no discussion on the
22 hospital going -- Caritas going --
23 shutting down and having their
24 students be added to Wyckoff.

25 Q. Other than what's written in

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1 J. ROMERO
2 scheduling process within the facilities.
3 Q. Had Dr. Perri expressed to you
4 Ross's concern -- strike that.
5 Had Dr. Perri expressed to you
6 Ross's wish that if the Caritas hospitals
7 could not provide the promised clerkships,
8 that Ross wanted those at Caritas?

9 MR. LOUGHLIN: You mean at
10 Wyckoff?

11 MR. TZANETOPOULOS: At Wyckoff,
12 sorry.

13 MR. LOUGHLIN: Do you understand
14 the question?

15 THE WITNESS: I do understand
16 the question but specifically that
17 question, no.

18 Q. Had Mr. Sarli or Mr. McDonald
19 reported to you at the time you wrote this
20 e-mail that Mr. St. James had expressed to
21 either of them the desire on Ross's part to
22 have, as part of this arrangement, a
23 provision that required a provision of
24 clerkships at Wyckoff if they couldn't be
25 provided at Caritas?

1 J. ROMERO
2 Exhibit 16 and what you've testified about
3 today, is there anything else that you
4 recall about the conversations that you and
5 Dr. Perri had reflected in the exhibit?

6 A. Dr. Perri and I and Phil Perri --

7 MR. LOUGHLIN: The question is
8 directed to a recollection that you
9 may have about the conversation on
10 or about that date, not generally
11 your recollection of all of your
12 conversations with Dr. Perri during
13 this period.

14 THE WITNESS: The answer is no.

15 Q. Was one of your e-mail addresses at
16 Wyckoff jur9004@nyp.org?

17 A. Yes.

18 (Document marked as Romero
19 Exhibit 17 for identification as
20 of this date.)
21 (Whereupon, a recess was taken.)

22 Q. Mr. Romero, let me show you a
23 document that the court reporter has marked
24 as Deposition Exhibit Number 17. It's been
25 marked with identification numbers ROSS

1 J. ROMERO
2 033055, 056. They were marked at an earlier
3 deposition. Is Exhibit 17 an e-mail that
4 you sent to Mr. St. James on December 16,
5 2006?
6 A. Yes.
7 Q. Did you also send copies to Mr.
8 Sarli and to Mr. McDonald?
9 A. Yes.
10 Q. Your e-mail begins with, "I thought
11 our telephone conference meeting today was
12 productive" and so forth. Is this another
13 one of your e-mails where you summarized a
14 phone call that you had?
15 A. Yes.
16 Q. Had you in fact spoken with Mr. St.
17 James on December 16th?
18 A. I remember speaking with him.
19 Q. Was anybody else on the telephone
20 call?
21 A. None that I recall.
22 Q. How is it that it came to be the
23 case that you and Mr. St. James were talking
24 about these deal points without others?
25 A. From my recollection, he had called

1 J. ROMERO
2 of clerkship slots at Wyckoff Heights
3 Medical Center will serve as collateral
4 should any guarantee prepaid core clerkship
5 at Caritas is not provided to Ross
6 University during the term of this
7 agreement." What was your discussion with
8 Mr. St. James with respect to that point?
9 A. This discussion point on number 7
10 is, from what I recall, the continued
11 discussion between Caritas and Ross
12 regarding slots at Caritas. The concept of
13 this being that there is a parallel capacity
14 of slots at Wyckoff that we can use for
15 Caritas students. Mr. St. James, at that
16 time, was the one who brought up this
17 discussion.
18 Q. Other than what you just testified
19 to, do you recall anything about the
20 conversation between you and Mr. St. James
21 on that point?
22 A. None that I can recall.
23 Q. Point 8 in your e-mail says, "A
24 separate agreement on clerkship training
25 including a set allocated for clerkships

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1 J. ROMERO
2 me about the proposals at Caritas for Ross.
3 Q. And this is on a Saturday, holiday
4 time. Were you in the office at the time?
5 A. I don't recall. I do work from my
6 BlackBerry and computer at home.
7 Q. If you go down a little to the
8 summary points that you write about, point 2
9 reads, "The current affiliation agreement
10 between and Ross and St. Vincent's Catholic
11 Medical Center would be null and void after
12 December 31, 2006 when Caritas takes over
13 management and ownership of the hospitals."
14 What was the discussion between you and Mr.
15 St. James on that point?
16 A. From my recollection, my main
17 concern was, again, the students who were
18 there rotating during that month who would
19 be continuing on to January, and since their
20 contract, the Ross contract with St.
21 Vincent's, would be null and void, then I
22 would be concerned about their continuation
23 of their clerkships.
24 Q. Going down to point 7 on Exhibit 17,
25 you write, "A contingency of an equal number

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1 J. ROMERO
2 will remain at Wyckoff Heights Medical
3 Center." What was the discussion between
4 you and Mr. St. James on that?
5 A. From what I recall from this
6 conversation, I was explaining to Mr. St.
7 James that in the past Dr. Perri and I were
8 talking about the core clerkships at Wyckoff
9 Heights Medical Center, and at that point I
10 just reiterated to Mr. St. James that
11 Wyckoff is a separate clinical site and is
12 not the same site as Caritas.
13 Q. Anything else about that point that
14 you recall discussing with Mr. St. James?
15 A. None that I recall.
16 Q. Other than what's written in this
17 e-mail and what you just testified to, do
18 you remember anything else about the
19 conversation between you and Mr. St. James
20 on December 16, 2006?
21 A. No, not from my recollection.
22 Q. At any point after December 16, 2006
23 through the time when the affiliation
24 agreement was signed between the two
25 parties, did you ever again speak to

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J. ROMERO**Mr. St. James?**

A. I may have.

Q. Do you recall one way or another?

A. I don't recall.

Q. Other than your confirming e-mails you testified about, did you keep notes of conversations that you had with people from Ross about this contract?

A. I took notes for myself, yes.

Q. Did you retain those notes?

A. No. I would use sticky notes and yellow pads and would summarize them by e-mail right after. After the e-mail is submitted, I'll dispose off my rough notes.

Q. Is it your practice to jot down, in any sort of calender or journal, telephone conversations that you had with Ross?

A. At that time, yes.

Q. Would it be a calender or a journal?

A. It would just be a pad, a legal pad.

Q. Did you retain those notes?

A. No.

Q. When did you dispose off the notes that you just testified about?**J. ROMERO**

A. Okay.

Q. Have you had a chance to review Exhibit 18?

A. Yes.

Q. Toward the top of Exhibit 18 there is a message marked from Julius Romero on December 20, 2006 to Dr. Nancy Perri, subject, Final Affiliation Agreement. Is that an e-mail message that you sent to Dr. Perri?

A. Yes.

Q. Your note says, "I was relieved to have the teleconference with you, Mr. Gio, Dr. Freiberg, and Mr. Shepherd yesterday," and then you go on. Were you a part of the teleconference that is referenced there?

A. Yes.

Q. And so the participants were Dr. Perri, you, Mr. Gio, Dr. Freiberg, and Tom Shepherd?

A. From what I recall, yes.

Q. Was anybody else on the line?

A. I'm not certain only because there are multiple sites when the telephone

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J. ROMERO

A. The rough drafts were disposed as soon as I typed up the summary for my own records.

MR. LOUGHLIN: I think the record should reflect that Mr. Romero, in answering the question, was, at various times, pointing to Exhibit 17 as an example of one of his e-mail records of telephone conversation.

(Document marked as Romero Exhibit 18 for identification as of this date.)

Q. Mr. Romero, the court reporter has handed to you a document marked Deposition Exhibit Number 18. Exhibit 18 is a string of e-mails marked with identification numbers ROSS 023723 through 23730. There is an awful lot of back and forth here. You can look as much as you would like. I'll tell you that it is your e-mail to Dr. Perri on December 20, 2006 that I will have questions, but take your time as much as you like and let me know when you're ready.**J. ROMERO**

conferences happened at Wyckoff, Caritas, and at Ross, and historically, when speaking with Ross administrators, there would be instances where someone would be listening in from other lines either from Chicago DeVry or Dominica.

Q. Do you remember anybody else participating in this telephone conference?

A. I don't.

Q. In substance, who said what to whom during that conversation?

A. I believe mainly it was a discussion between Mr. Gio and Dr. Shepherd.

Q. So we've moved on to the bosses speaking to each other about the points; is that correct?

A. From what I recall, yes.

Q. Toward the bottom of your message, you write, "As for the rate, the standard medical student clerkship set by BQHC for Caritas and Wyckoff affiliates is \$350." Who set that clerkship rate at BQHC?

A. It would have been Mr. Gio and Mr. Hsu, and Mr. Sarli based on the current

1 J. ROMERO
2 market.
3 Q. What was the rate for the AUC
4 clerkships that were offered as part of that
5 December 1, 2006 agreement?
6 A. I don't recall.
7 Q. During this conversation, had the
8 representatives of Ross asked the hospitals
9 to promise to lock in the weekly rate for
10 clerkships at Wyckoff at a rate of \$312.50
11 per week for the four-year term of the
12 Caritas agreement?
13 A. I believe that was a negotiating
14 point from Ross.
15 Q. So they asked for that?
16 A. Yes.
17 Q. And as the discussions evolved, they
18 did, did they not, ask that a provision
19 promising that the Wyckoff rate would be
20 \$312.50 per week for four years be included
21 in the BQHC Ross affiliation agreement; did
22 they not?
23 A. I'm sorry, can you restate that?
24 Q. On the Ross side they were pressing,
25 were they not, to have the \$312.50 weekly

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1 J. ROMERO
2 rate at Wyckoff be included as part of the
3 BQHC-Ross contract?
4 A. From what I recall -- I'll try to
5 answer this the best way I can. From what I
6 recall, the Caritas agreement and the
7 separate Wyckoff agreement had the same
8 rates.
9 Q. And their point, was it not, is they
10 wanted their rate at Wyckoff to be
11 guaranteed for four more years?
12 A. On a separate agreement, Ross --
13 Dr. Perri had requested to lock in \$312.50
14 for four years at Wyckoff.
15 (Document marked as Romero
16 Exhibit 19 for identification as
17 of this date.)
18 Q. Mr. Romero, the court reporter has
19 handed to you a document marked Deposition
20 Exhibit Number 19. It's been stamped with
21 identification numbers ROSS 0630 through
22 0643. And it looks like it's an e-mail from
23 Dr. Shepherd to Mr. Gio. It shows copies
24 going to Dr. Perri, John St. James, Virginia
25 Smith and Richard Gunst. And I would note

1 J. ROMERO
2 that you're not on the CC list here. My
3 first question is did you end up getting a
4 copy of this e-mail and this draft?
5 A. I don't recall getting a copy of
6 this e-mail, but I recall having seen this
7 draft in the past.
8 Q. At or about the time of the e-mail,
9 in the December 22, 2006 time frame?
10 A. I don't recall.
11 Q. What I'm trying to sort out is I'm
12 sure you've looked at a lot to prepare for
13 today. What I'm trying to sort out is
14 whether you saw this during the course of
15 the deal or whether you saw it later?
16 MR. LOUGHLIN: For instance, in
17 preparation of your testimony today?
18 THE WITNESS: Yes.
19 Q. Can you recall whether you saw it at
20 the time that you were working on the deal?
21 A. No, I can't recall.
22 (Document marked as Romero
23 Exhibit 20 for identification as
24 of this date.)
25 Q. Mr. Romero, let me show you a

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1 J. ROMERO
2 document that the court reporter has marked
3 as Exhibit 20. It's an e-mail string and an
4 attachment that has been marked ROSS 008477
5 through 8492. The first page is an e-mail,
6 it looks like an exchange between you and
7 Dr. Shepherd. Then there's a few pages of
8 e-mails, looks as if it's internal to Ross,
9 and then a draft red line affiliation
10 agreement. I'll tell you that's the way it
11 came out of Ross's files. Part of my
12 question for you will be to see what went
13 with what, if you can remember. At least
14 the first page is an e-mail exchange between
15 you and Dr. Shepherd, is it not?
16 A. Yes.
17 Q. Dr. Shepherd's e-mail to you, on
18 that first page says, "I am sorry for the
19 delay in getting the clarifications to you
20 which are attached. If we have a signed
21 agreement, then we can proceed with the
22 transfer," and he goes on to talk about
23 being out of town, et cetera, et cetera.
24 You respond saying, "Thank you for the
25 information. The file document was reviewed

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2 and determined to be acceptable except for
3 any reference to the existing Wyckoff
4 Heights Medical Center agreement [Exhibit B,
5 (b), (i)].

6 On the page marked ROSS 008489, the
7 red line seems to indicate the insertion of
8 an Exhibit B, subparagraph (b)(i). Is it
9 the case that the red line draft in
10 Exhibit 20 is the attachment that you and
11 Dr. Shepherd were discussing in your e-mails
12 on the first page of the exhibit?

13 A. Yes.

14 Q. So Dr. Shepherd had sent the red
15 line draft in Exhibit 20 to you and then you
16 had commented back.

17 A. Yes.

18 Q. You write that the file document was
19 reviewed. Who on the hospital side reviewed
20 it?

21 A. I don't recall, but agreements were
22 submitted to Mr. McDonald and Mr. Hoffman at
23 the time.

24 Q. So if you followed the hospital's
25 usual business practice on entering the

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1 J. ROMERO

2 described with Mr. Gio?

3 MR. TZANETOPOULOS: I asked him
4 if he spoke to anybody else.

5 THE WITNESS: I don't recall.

6 However, at this time I would be
7 calling Dr. Perri's office or Phil
8 Perri for any updates or
9 Mr. St. James.

10 Q. Do you remember doing so between the
11 time Dr. Shepherd sent this draft to you and
12 you sent it back to him?

13 A. I don't recall receiving this draft
14 from Dr. Shepherd. I recall receiving this
15 draft internally at the hospital. Then I
16 responded to the draft.

17 MR. LOUGHLIN: That's your
18 recollection?

19 THE WITNESS: I don't recall
20 ever receiving a direct e-mail from
21 Dr. Shepherd on the draft agreement.
22 We did go through multiple drafts
23 with Virginia's input and without,
24 with Mr. St. James's input and
25 without, so in this particular case,

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2 contracts, this agreement should have been
3 submitted to Mr. McDonald and to Mr.
4 Hoffman?

5 A. And Mr. Gio.

6 Q. And when you wrote back to Dr.
7 Shepherd that it was acceptable except for
8 the provision that you indicated, is that a
9 decision you made on your own or is that you
10 communicating a decision that had been made
11 by others?

12 A. I recall writing this e-mail after
13 discussing this with Mr. Gio.

14 Q. So is it the case that Mr. Gio made
15 the decision and then asked you to
16 communicate this message to Ross?

17 A. Yes. It was always Mr. Gio's
18 position that Caritas and Wyckoff be
19 separate.

20 Q. Between the time that Dr. Shepherd
21 sent the red line draft in Exhibit 20 to you
22 and you sent the return message to him, did
23 you speak with anybody at Ross?

24 MR. LOUGHLIN: You mean other
25 than the consultation that he

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1 J. ROMERO

2 I don't recall receiving this
3 particular draft from Tom Shepherd.

4 Q. The draft that's in Exhibit 20, from
5 whom at the hospital did you receive it?

6 A. I don't recall.

7 Q. In any event, once you did get it
8 and spoke with Mr. Gio about it, the message
9 Mr. Gio sent you to communicate to Ross is
10 contained in your e-mail in Exhibit 20?

11 A. Yes.

12 Q. The third paragraph down, you write,
13 "A decision was made by Caritas that this
14 agreement has exhausted a lot of resources
15 already including time and opportunity.
16 Caritas will cease any more discussions or
17 negotiations after the end of the business
18 day today, December 28, 2006." Do you see
19 that?

20 A. Yes.

21 Q. I take it Mr. Gio told you to send
22 that message as well?

23 A. It was a combination of Mr. Gio and
24 Mr. McDonald.

25 Q. And the message they wanted

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1 J. ROMERO
2 delivered to Ross was take it or leave it at
3 this point, correct?
4 A. That's correct.
5 Q. If we could stay for just a moment
6 on Exhibit 20, in the course of your work at
7 the hospital, I take it you've worked with
8 red line or track changes documents?
9 A. Yes.
10 Q. So if we can look at Exhibit 20,
11 what I would like to talk about is your
12 understanding of how the red line or the
13 track changes works in this draft, all
14 right? Let's look, if we might, at that
15 Exhibit B language we were discussing on
16 ROSS 8489. And so if we look on that page,
17 under (b)(i), there is some language and
18 some underlining. Do you understand that to
19 be language that Ross had added to the prior
20 draft?
21 A. Yes.
22 Q. Now, if we look at subparagraph (c),
23 there are some boxes in the right-hand
24 margin that says deleted. Do you understand
25 that to be language that Ross had taken out

1 J. ROMERO
2 for identification as of this
3 date.)
4 Q. Mr. Romero, let me show you a
5 document that the court reporter has marked
6 as Exhibit 21. It's an e-mail and an
7 attachment from Virginia Smith to, it looks
8 like, you and Mr. Gio, but we'll discuss
9 that, and it's been marked as Ross 0614 to
10 0625. Is the e-mail address jur9004@nyp.org
11 yours?
12 A. Yes.
13 Q. And djg@nyp.org Mr. Gio's?
14 A. Yes.
15 Q. And is this an e-mail that Virginia
16 Smith sent to you on December 28, 2006?
17 A. Yes.
18 Q. Virginia Smith, as you understood,
19 she was an inhouse lower for DeVry, correct?
20 A. No, I did understand that she was an
21 attorney for Ross -- or DeVry.
22 Q. And she writes to you, "Attached is
23 a revised draft of the above-referenced
24 agreement. This is a clean copy, suitable
25 for execution. In accordance with our

1 J. ROMERO
2 from the prior draft?
3 A. Yes.
4 Q. And if we go to the last two pages
5 of Exhibit B of this draft marked ROSS 8490
6 and 8491, there is some other underlined
7 language on those two pages, correct?
8 A. Correct.
9 Q. And do you understand that those
10 underlined portions to be language that Ross
11 added to a prior draft?
12 A. Ross or its attorneys, yes.
13 Q. And on your e-mail at the first page
14 of Exhibit 20, what you wrote back to Dr.
15 Shepherd was that the file document was
16 reviewed and determined to be acceptable
17 except for any reference to the existing
18 Wyckoff Heights Center agreement, Exhibit B,
19 (b), (i), correct?
20 A. Correct.
21 Q. That reference is, is it not, the
22 language on page ROSS 008489 under (b)(i)?
23 A. Yes.
24 (Document marked as Romero
25 Exhibit 21

1 J. ROMERO
2 conversation earlier this morning, the sole
3 change to the document is the deletion in
4 Exhibit of the paragraph referencing the
5 existing agreement between Ross and Wyckoff.
6 As we discussed, the Wyckoff agreement
7 currently provides for a rate of \$312.50 per
8 week, per clinical clerkship, until the
9 parties mutually agree otherwise." What did
10 you do with this version of the agreement
11 when you got it?
12 A. From what I recall, I printed it and
13 left a copy to be read by Mr. Gio, and I
14 left a printed copy for Mr. McDonald of
15 Caritas.
16 Q. Did you compare the draft that Ms.
17 Smith sent in Exhibit 21 with the red line
18 in Exhibit 20 at this time?
19 MR. LOUGHLIN: By this time, he
20 means the morning of December 28th.
21 THE WITNESS: I don't recall
22 comparing it.
23 Q. In the ordinary course of the
24 hospital's business, would comparing drafts
25 of contracts like this be your job or would

1 J. ROMERO

2 that be something for Mr. Gio or Mr.
3 McDonald to take care of?

4 A. It would be for Mr. McDonald and Mr.
5 Gio to delegate.

6 Q. Did they delegate that to you?

7 A. I don't recall.

8 Q. Can you recall taking any further
9 steps with the draft of the agreement in
10 Exhibit 21?

11 A. I just recall reading it and giving
12 copies to both administrators.

13 Q. Anything else that you did with the
14 draft?

15 A. No.

16 Q. Mr. Romero, let me direct your
17 attention back to Deposition Exhibit
18 Number 5. It's the affiliation agreement
19 that's signed. Now, if I can direct your
20 attention to the last page whenever you're
21 ready, which is a fax cover sheet, indicates
22 from you to Mr. St. James and Dr. Perri, did
23 you in fact fax or cause to be faxed this
24 signed agreement to Mr. St. James and Dr.
25 Perri?

1 J. ROMERO

2 signature process before sending it to Ross?

3 A. Yes.

4 Q. Tell us about every step you took in
5 the process.

6 A. From my recollection, the draft that
7 I received was submitted -- was printed from
8 my e-mail and given to Mr. Gio's office and
9 to McDonald's office at St. John's Hospital.
10 These are two locations. So I would leave a
11 draft in Brooklyn at Wyckoff, and I would
12 leave a draft in Queens with Mr. McDonald at
13 Caritas. And then I would leave it with the
14 administrative assistant and then ask that
15 they call me once there are any comments or
16 directives from both administrator. At
17 Caritas, of course, my request at that time
18 was to call me once the signatures were
19 executed.

20 Q. And you physically were located at
21 the time at Wyckoff?

22 A. Yes.

23 Q. When is it that you received a call
24 that the document had been signed?

25 A. From my recollection, when I

1 J. ROMERO

2 A. I recall sending the document.

3 Q. So you faxed this yourself?

4 A. Yes.

5 Q. Were you the person who provided the
6 draft to Mr. McDonald to be signed?

7 A. I don't recall giving the final
8 draft for him to sign, but I do recall
9 giving him the draft.

10 Q. The signature below Mr. McDonald's
11 on the signed document is Dr. Mandava's, is
12 it not?

13 A. Yes.

14 Q. Did you provide a draft for Dr.
15 Mandava to be signed?

16 A. I left a draft in his office -- I
17 left a draft in McDonald's office for Dr.
18 Mandava.

19 Q. In terms of the process of -- let's
20 take a step back. What I am driving at here
21 is I'm trying to understand the process by
22 which Mr. McDonald came to sign it and then
23 you sent it to Ross, so let me ask questions
24 about that. Were you the person who
25 shepherded the final draft through the

1 J. ROMERO

2 received the call, it was the same day as I
3 picked up the agreement, the signed
4 agreement, and I faxed it from my McDonald's
5 office.

6 Q. So if we have this right, first you
7 left a copy with Mr. Gio's office and then
8 you went to Queens and left one with Mr.
9 McDonald.

10 A. Yes.

11 Q. Then you went to your office.

12 A. Yes.

13 Q. Then when you received word that Mr.
14 McDonald and Dr. Mandava had signed the
15 agreement, you went back to Queens and faxed
16 it back to Ross from there?

17 A. That's correct. Just for the
18 record, the day I left the draft with Mr.
19 Gio and Mr. McDonald is not necessarily the
20 same day it was signed.

21 (Document marked as Romero
22 Exhibit 22 for identification as
23 of this date.)

24 Q. Mr. Romero, the court reporter has
25 marked as Exhibit 22 a two-page document

1 J. ROMERO
2 stamped BQHC 47342 and 343. Is that an
3 e-mail that you sent to Mr. McDonald with a
4 copy to Mr. Gio on February 10, 2007?
5 A. Yes.
6 Q. You write, "Sir, thank you for
7 meeting with me before the medical board
8 meeting on Thursday and your assurance of my
9 role at BQHC." What were the discussions
10 that you had with Mr. McDonald about that?
11 A. Mr. McDonald at the time of his
12 first few months at Caritas wanted to define
13 several roles that I had in medical
14 education in particular with medical
15 students, and he wanted me to summarize my
16 role at Caritas in what I can do at Caritas.
17 Q. Under point 1, which is Caritas
18 clerkships, you write, "Orientation for all
19 BQHC students will be at the MIH cafeteria."
20 What orientation are you referring to here?
21 A. It would be the general introductory
22 orientation of hospital rules and policies
23 for students, for Caritas students, at the
24 MIH cafeteria, and on the second line there
25 is, "All students will be at Wyckoff for

1 J. ROMERO
2 A. Yes.
3 Q. At the present time, is the only
4 BQHC affiliate that has the capacity to
5 provide clinical clerkship rotations for
6 medical students Wyckoff? I'm talking about
7 today.
8 A. I'm not certain about your question
9 because BQHC does not exist in my view.
10 Q. Is the only entity to which you're
11 affiliated -- let me ask you a better
12 question. Does Wyckoff have any other
13 affiliates at which it can place medical
14 students for clinic clerkship rotations?
15 A. Only within its clinical sites which
16 includes the out-patient clinic that I
17 mentioned.
18 Q. In those instances, it would be
19 Wyckoff's outpatient clinics?
20 A. Only Wyckoff's.
21 (Document marked as Romero
22 Exhibit 23 for identification as
23 of this date.)
24 Q. Mr. Romero, the court reporter has
25 handed to you a document that has been

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1 J. ROMERO
2 more orientation."
3 Q. I misread that, and I apologize to
4 you. Let me start again. Under point 1,
5 you write, "AUC and Ross students are
6 scheduled to begin at Caritas on 2/21/07.
7 Briefing will be at the MIH cafeteria."
8 Let's talk about the next sentence. You
9 write, "Orientation for all BQHC students
10 will be at Wyckoff on February 20, 2007."
11 What students would be included in the "all
12 BQHC students" that you discuss there?
13 A. It would encompass all students from
14 affiliated medical schools at all the
15 clinical sites.
16 Q. So that would include Wyckoff, Mary
17 Immaculate and St. John's medical students?
18 A. That's correct.
19 Q. Were there any other clinical sites?
20 A. We had satellite sites which are
21 out-patient clinics at Caritas and at
22 Wyckoff.
23 Q. But in each case, those students
24 would be running through either St. John's,
25 or Mary Immaculate, or Wyckoff?

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1 J. ROMERO
2 marked as Deposition Exhibit Number 23.
3 It's been stamped with identification
4 numbers BQHC 13451 through 13453, and it is
5 an e-mail from someone named Joann Purcell,
6 P-U-R-C-E-L-L, to MIH Distribution A, SJQ
7 Distribution A, and WHMC Distribution A.
8 Were you included on any of these
9 distribution lists?
10 A. I'm not sure.
11 Q. Did you get this memo?
12 A. I don't recall.
13 Q. There was, was there not, a time
14 when Tom Singleton became chief
15 restructuring officer at all the hospital
16 entities?
17 A. Yes.
18 Q. At some point in time, for your
19 purposes in dealing with medical education,
20 was it Mr. Singleton who was ultimately
21 making the decisions about those topics?
22 A. Yes.
23 Q. And at that point, Mr. Gio was no
24 longer making those decisions.
25 A. For the most part.

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2 Q. As you understood it, during the
3 period of time Mr. Singleton was at the
4 hospitals, he had the final say so?

5 A. Yes, except --

6 Q. What exception?

7 A. For a few matters.

8 Q. Which matters were those?

9 A. May I say as an example?

10 Q. Sure.

11 A. And example would be when Ross
12 University decided to renew or revise their
13 agreement with Wyckoff, Mr. Singleton had
14 instructed me to involve Mr. Gio.

15 Q. And there was, was there not, an
16 amendment in 2007 or 2008 to the
17 Wyckoff-Ross affiliation agreement?

18 A. Yes.

19 Q. And so Mr. Singleton directed you to
20 involve Mr. Gio in that process?

21 A. Yes.

22 Q. And Mr. Singleton was the one who
23 actually signed that amendment, did he not?

24 A. I'm not certain.

25 Q. Wyckoff continues to supply to Ross

1 J. ROMERO

2 charge of developing clinical agreements
3 with hospitals for Ross University.

4 Q. So at that point, your liaison for
5 contract negotiations at Ross changed from
6 being Dr. Perri to Dr. Chu?

7 A. Yes.

8 Q. On your side of things, on the
9 hospital side of things, the major deal
10 points -- strike that.

11 Is it the case that once Mr.
12 Singleton arrived at the hospital, that the
13 decision maker for you on deal points became
14 Mr. Singleton?

15 A. Yes.

16 (Document marked as Romero
17 Exhibit 24 for identification as
18 of this date.)

19 Q. Mr. Romero, the court reporter has
20 marked as Exhibit 24 an e-mail that's been
21 stamped with identification number BQHC
22 40627. Is that an e-mail from you to Dr.
23 Chu and it looks like it returned back.
24 It's kind of tough to figure.

25 A. The body of this e-mail is from Dr.

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2 clinical clerkships for Ross's medical
3 students at Wyckoff under that amendment,
4 correct?

5 A. Yes.

6 Q. And Ross pays Wyckoff for those
7 clerkships?

8 A. Yes.

9 Q. At some point in time, did you begin
10 discussing with Ross the potential for
11 amending the affiliation agreement in
12 Exhibit 5 to add additional prepayments and
13 additional clerkship slots?

14 A. May I review that?

15 Q. Absolutely.

16 A. Yes.

17 Q. Were those discussions about
18 amendment of the agreement, when you had
19 them, primarily with someone named Joseph
20 Chu, C-H-U?

21 A. Yes.

22 Q. What did you understand Mr. Chu's
23 role at Ross to be?

24 A. Dr. Chu was, at that time, the
25 clinical dean for Ross University and is in

1 J. ROMERO

2 Chu.

3 Q. What confuses me is your signature
4 block is up there some place. Before we get
5 to the document, let's take a sideline.
6 There's a number of documents that the
7 defendant has produced in this case, e-mails
8 where your signature block lists you as
9 assistant vice president medical education
10 for Brooklyn Queens Health Care, Inc.,
11 Wyckoff Heights Medical Center, Caritas-Mary
12 Immaculate, and Caritas-St. John's. During
13 the period of time when your e-mail lists
14 facilities at which you were -- strike that.

15 The signature block on this e-mail
16 lists you as assistant vice president
17 medical education for Brooklyn Queens Health
18 Care, Inc., Wyckoff Heights Medical Center,
19 Caritas-Mary Immaculate Hospital and
20 Caritas-St. John's Queens Hospital. During
21 the time when your signature block on your
22 e-mail listed different facilities, did you
23 hold that office at each of those entities
24 listed?

25 A. I held that office at Wyckoff and at

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1 J. ROMERO
2 Mary Immaculate physically.
3 MR. LOUGHLIN: I'm not sure that
4 you understood the question. I
5 don't think it refers to where you
6 actually had a physical office.
7 MR. TZANETOPOULOS: Right. I
8 was not asking about where your
9 office was physically located. My
10 question is were you vice president
11 at the entities listed in your
12 signature block whenever they were
13 on your signature block?
14 MR. LOUGHLIN: You should just
15 describe what roles you had.
16 Whether or not you wrote this or
17 Joseph Chu wrote this, if there are
18 other e-mails that list you as
19 having those roles, you should just
20 describe your understanding of what
21 those roles involved.
22 THE WITNESS: It was indeed my
23 understanding that I represent
24 student-related activities for
25 Wyckoff Heights Medical Center and

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1 J. ROMERO
2 the Caritas hospitals.
3 (Document marked as Romero
4 Exhibit 25 for identification as
5 of this date.)
6 Q. Mr. Romero, the court reporter has
7 handed you a document marked Exhibit 25.
8 It's been marked as identification numbers
9 ROSS 007674 and 7675. Is it, is it not, an
10 e-mail exchange between you and Dr. Chu?
11 A. Yes.
12 Q. And the bottom e-mail is the one
13 that you sent to Dr. Chu on October 15,
14 2007?
15 A. Yes.
16 Q. And if you look, your signature
17 block or your identification block in your
18 e-mail to Dr. Chu lists you as assistant
19 vice president medical education Brooklyn
20 Queens Health Care, Inc., Wyckoff Heights
21 Medical Center, Caritas-Mary Immaculate
22 Hospital, and Caritas-St. John's Queens
23 Hospital. Would you ever send out, sir, an
24 e-mail listing as you as an officer of an
25 entity where you were not an officer?

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1 J. ROMERO
2 A. No.
3 Q. So we could agree, can we not, that
4 at this time you were assistant vice
5 president of medical education at Brooklyn
6 Queens Health Care, Inc., correct?
7 MR. LOUGHLIN: Objection to
8 form.
9 THE WITNESS: In that role, in
10 those particular roles for those
11 hospitals. There is no -- Brooklyn
12 Queens Health Care was established
13 by Mr. Gio or whoever it is that
14 established it. There was no formal
15 appointment for individuals to have
16 specific titles, although we all had
17 our roles marked for us
18 individually, and in this case,
19 these were marked for my role with
20 the medical education program.
21 Q. Let's go back to the topic that came
22 up earlier. At this period of time, you had
23 an office at Wyckoff, did you not?
24 A. Yes.
25 Q. And you also had an office at St.

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1 J. ROMERO
2 John's?
3 A. No.
4 Q. Was your only physical office at
5 Wyckoff?
6 A. No, I had an office at Mary
7 Immaculate Hospital and at Wyckoff.
8 Q. That's 50-50. Did Brooklyn Queens
9 Health Care have a physical location?
10 A. None that I recall.
11 Q. If I can take your attention back to
12 Exhibit 24, Dr. Chu writes to you, "As we
13 discussed on the telephone yesterday and
14 today, Ross University has reached an
15 agreement with Caritas and Wyckoff Heights
16 Medical Center. Ross University will prepay
17 \$4.5 million to Caritas for the following:"
18 and then there is a list. What do you
19 recall about those discussions?
20 A. Dr. Chu, from my recollection, was
21 renegotiating the existing agreement at
22 Caritas and was also trying to renegotiate
23 the agreement at Wyckoff.
24 Q. There are references throughout the
25 text to positions for XXX. Do you see where

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J. ROMERO**I am in 2 and 3, 1?****A. Yes.****Q. Did you have an understanding of what XXX meant?****A. No.****Q. Is it the case that you were really discussing with Dr. Chu positions then contractually committed to AUC?****A. It's possible****(Document marked as Romero****Exhibit 26 for identification as of this date.)****Q. Mr. Romero, the court reporter has handed you a document that's marked as Exhibit 26. It's an e-mail string marked with identification numbers BQHC 19857 through 19861. This is, is it not, an e-mail exchange between you and Mr. Singleton, and a little bit later, there is an inclusion of Barbara Aubel, A-U-B-E-L, Paul Goldberg, and Ajay Lodha, A-J-A-Y, L-O-D-H-A; is that correct?****A. Yes.****Q. What was the purpose of your e-mails****J. ROMERO****A. Yes.****Q. And is that what you were evaluating in the different scenarios that are listed in this e-mail?****A. I wanted to open up a discussion for them to review the contracts, and I wanted them to have a summary of my own discussions regarding possibilities between the two medical schools involved at Caritas at that time, AUC and Ross.****Q. And are the scenarios listed in this exhibit a result of that work?****A. Yes, the scenarios are the discussions of that.****Q. If I can direct your attention to the page stamped BQHC 19859, that looks to be your first e-mail to Mr. Sarli, Mr. Hoffman, and Mr. Singleton in this exhibit, correct?****A. I'm not certain if this is the first e-mail.****Q. But at least in this exhibit.****A. Yes, this is my e-mail.****Q. And you write, "The attached is**

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J. ROMERO**to Mr. Singleton?****A. Mr. Singleton had, at that time, asked all the parties concerned, myself included, to evaluate the contracts that we had at Wyckoff and at Caritas.****Q. And who other than you had Mr. Singleton asked to do so?****A. Mr. Paul Goldberg from his company, Dr. Ajay Lodha, chief medical officer of Caritas, Lee Barkan. I think that's all I can recall.****Q. Mr. Barkan was an attorney at the Proskauer Rose law firm?****A. I believe so.****Q. And he was the hospital's legal counsel outside?****A. I believe from my recollection, Mr. Barkan came on board after Mr. Hoffman left. I would add Mr. Hoffman to this discussion.****Q. Mr. Singleton asked you to evaluate whether additional funds could be raised for the hospitals by entering into amendments or additional affiliation agreements with medical schools?****J. ROMERO****AUC's counteroffer." Counter to what?****A. In the fall of 2007, AUC had proposed to revise the agreement, the promissory note, with Caritas, and discussions were made between Dr. Kaplan, the clinical dean at AUC and Mr. Singleton, and myself present in some of those discussions, to modify their existing promissory note.****Q. And what modifications were they looking for?****A. They were looking for -- in my recollection, they were basically looking for two modifications, qualitative and quantitative modifications in the number of slots that are placed and the number of slots that are vacated, whether or not they should pay for vacated or unscheduled slots. Qualitative-wise they wanted limitations in the number of students that are seen by faculty by way of a ratio, and they wanted to increase clinical cases just for their own students separate from Ross, as I recall it.**

J. ROMERO

Q. Let me see if I can fairly translate that in layman's terms. Is it the case that the hospitals wanted AUC to be charged for clerkship rotations if it had been reserved for AUC but AUC didn't provide a student, and then AUC did not want to be charged for those instances?

A. Yes.

Q. And that was the one point. They also, at AUC, wanted a limit on the number of clerks that would be present at the hospitals based on some ratio --

A. Yes.

Q. -- of clerks to doctors?

A. Correct.

Q. And they wanted special treatment on clinical cases just for their own students.

A. That's correct.

Q. And what is it that you were looking for in this negotiation?

A. I believe -- if I may, I believe I was looking for some balance between Ross University and AUC. I could not make a comment on the clinical and the quality

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offered to pay \$4.5 million prepayment if you were willing to commit to him the 50 slots that AUC held at the Caritas hospitals?

A. To the extent that the 50 slots are vacant.

Q. And you write on your plan B, "Release the cap." Does that reference the fact that if you vacated AUC and replaced those slots would Ross students, you wouldn't have the issue of having this ratio cap of a number of clerkships offered by the hospital?

A. There was a cap on the promissory note with AUC, and that was the cap I was alluding to.

Q. So if you replaced AUC with Ross, that cap would be released, correct?

A. Yes.

Q. And the reason that was advantageous to the hospitals is that it would mean that you could offer more clinical clerkship rotations, correct?

A. Yes.

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issues, but at the time I was pushing for balance.

Q. And you were also, were you not, looking for the opportunity -- let's go back a step. Was it a problem between the hospitals and AUC that AUC would have reserved slots but then not turn up students for those slots?

A. Yes.

Q. Did you have such a problem with Ross?

A. Yes.

Q. To the same degree?

A. No.

Q. I take it AUC was the bigger problem?

A. To that extent, yes.

Q. Now, your e-mail goes down on that same page to reflect that "Ross is offering Caritas \$4.5 million for AUC's share of Caritas slots (Plan B)." And then if you go on your e-mail, there is a Plan B on the next page. Is it the case that you were in discussions with Dr. Chu in which he had

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Q. And by offering additional rotations, potentially raise additional funds by charging for those rotations.

A. The reason for the release of the cap, the reason I requested for the release of the cap is because we opened up electives and core rotations particularly in psychiatry, and that's one of the main reasons why I needed the cap released.

Q. It is the case, is it not, though, that releasing the cap would enable the hospitals to earn more money by selling more clerkships slots?

A. We would be able to charge for more clerkship slots.

Q. And then there is a Plan C, and there is some discussion of modifications. In layman's terms, is it the case that what you were conveying there, one was that an option was to attempt to negotiate with both Ross and AUC modifications which would have students from both schools there but change caps, and ratios, and prices?

A. Specific to the interest payments

1 J. ROMERO
2 and the caps. I was trying to encourage Mr.
3 Singleton to have a dialogue with both
4 medical schools in this plan.
5 Q. So if you can summarize Plans A, B
6 and C on a very high level, Plan A is no
7 change but deal with the interest payments,
8 Plan B is replace AUC with Ross, and Plan C
9 is talk to both schools but modify the
10 contracts.
11 A. Correct.
12 Q. If we go to page BQHC 19859, Mr.
13 Singleton responds, and he writes, "It seems
14 the Plan B produces \$1.3 million of
15 immediate cash plus gives us additional
16 slots to sell. If this is correct, Plan B
17 is tough to beat. What is the down side to
18 plan B?" Did you understand what he was
19 talking about there?
20 A. Yes.
21 Q. The 1.3 in cash that Mr. Singleton
22 discusses there that would be produced for
23 the hospitals is the result of the fact that
24 there was \$3.2 million of unamortized
25 prepayment from AUC for slots that Ross had

1 J. ROMERO
2 side is, "We could indeed infuse some cash
3 with Plan B (and it is still available). I
4 was exploring our long-term relationship
5 with the schools and the possibility of a
6 monopoly by one school," right?
7 A. Yes.
8 Q. The next thing you say is, "Plan B
9 Scenario:" The Plan B Scenario refers, does
10 it not, to the Plan B of your first e-mail
11 and the Plan B in Mr. Singleton's question?
12 A. Yes.
13 Q. Then you write, "AUC is pulled out
14 of Caritas. Ross gets exclusivity for of
15 the next three years, options for year 4 and
16 5. We get \$1.3 million." What discussions
17 had you had with Ross about a three-year
18 term in options?
19 A. This discussion, from my
20 recollection, is what Dr. Chu was trying to
21 propose to Caritas at the time.
22 Q. And your statement, "We get
23 \$1.3 million," that is a reference to the
24 difference between the price that you
25 testified about earlier?

1 J. ROMERO
2 offered \$4.5 million to acquire, correct?
3 A. That's my understanding.
4 Q. So if you swapped out AUC and
5 replaced it with Ross at those prices, that
6 would generate an immediate gain of
7 \$1.3 million, correct?
8 A. Yes.
9 Q. Also, you lose the cap; you like
10 that part, correct?
11 A. Yes.
12 Q. And then he asked you what's the
13 down side.
14 A. That's correct.
15 Q. Your response to Mr. Singleton's
16 question about the down side begins, does it
17 not, at BQHC 19857 at the bottom of the
18 page?
19 A. Yes.
20 Q. So your response to Mr. Singleton's
21 question begins at the bottom of the first
22 page of Exhibit 26.
23 A. Yes.
24 Q. And what you write to Mr. Singleton
25 in response to his question about the down

1 J. ROMERO
2 A. Yes.
3 Q. And then you write to Mr. Singleton,
4 "In a worst-case scenario, a fall-out by the
5 residency programs or institution will make
6 us responsible for unamortized payments plus
7 interest of up to \$9.5 million (initial
8 \$5 million plus \$4.5 million). Slots lost
9 at Caritas are guaranteed at Wyckoff as per
10 both contracts."
11 A. That's what I wrote to Mr.
12 Singleton.
13 Q. The two contracts that you were
14 referring to in that part of your e-mail are
15 the AUC contract, the AUC promissory note,
16 and the Ross affiliation agreement, correct?
17 A. In this last line, "Slots lost at
18 Caritas are guaranteed at Wyckoff as per
19 both contracts," I was really alluding to
20 AUC. From what I recall, the promissory
21 note is what we had at Wyckoff, and what I
22 was discussing with Mr. Singleton with Ross
23 in this particular case is the monetary
24 obligation on the unamortized monies that
25 was being proposed by Dr. Chu.

1 J. ROMERO
2 Q. Did you have more than one contract
3 with AUC for the Caritas hospitals?
4 A. No. If I recall, we only had a
5 promissory note.
6 Q. Earlier you may have discussed about
7 the fact that the unamortized balance on the
8 AUC notes was only \$3.2 million, correct?
9 A. Yes.
10 Q. So it's not the case, is it, that if
11 AUC pulled out of Caritas, you would be
12 responsible for \$9.5 million, correct?
13 A. Correct.
14 Q. The contract with Ross involved a
15 \$5 million prepayment, correct?
16 A. That's correct.
17 Q. And the proposal on the table from
18 Ross was an additional \$4.5 million.
19 A. That's correct.
20 Q. And that adds up to \$9.5 million,
21 correct?
22 A. Correct.
23 Q. So the responsibility for \$9.5
24 million really refers, does it not, to the
25 \$5 million from Ross's original affiliation

1 J. ROMERO
2 Q. And your concern here that you
3 expressed to Singleton is that if you were
4 going to make the swap, Ross with AUC, the
5 hospitals needed to know that they could get
6 out of the AUC contract without liability.
7 A. Yes.
8 Q. And it says here that you sent a
9 copy of that contract to Mr. Hoffman last
10 month, correct?
11 A. Correct.
12 Q. That was the AUC contract?
13 A. Yes.
14 Q. And your purpose in doing so was to
15 ask him to review whether or not it was
16 possible to get out of it?
17 A. Yes.
18 Q. At the top e-mail on the first page
19 of Exhibit 26, toward the top of the e-mail,
20 Mr. Singleton says that he would like to
21 meet with Julius, Paul, and Dr. L. I take
22 it you understand Julius to be you.
23 A. Yes.
24 Q. Paul is Paul Goldberg.
25 A. Goldberg.

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1 J. ROMERO
2 agreement and the four and a half from the
3 proposal, right?
4 A. That's correct.
5 Q. If we go down further to the bottom
6 of that page, you write to Mr. Singleton,
7 "If we go with Plan B, I recommend an
8 airtight exit, with a complete review of the
9 agreement with AUC. I sent David Hoffman a
10 copy of the contract last month. To
11 maintain good relations, we can offer them
12 electives and some cores (if Ross agrees)."
13 Your concern was, was it not, that if you
14 replaced AUC with Ross, AUC might sue the
15 hospitals?
16 A. Yes, it's a possibility.
17 Q. So your concern, as expressed to Mr.
18 Singleton here, was that if you were going
19 to engage in this transaction, you first
20 must decide that you really could get out of
21 the AUC contract?
22 A. At that time, AUC was in discussion
23 with Mr. Singleton already, so yes, I did
24 encourage him to have a dialogue with both
25 schools.

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1 J. ROMERO
2 Q. And Dr. L is Dr. Lodha, I take it?
3 A. Might have been.
4 Q. Was there such a meeting?
5 A. I don't recall the meeting.
6 (Document marked as Romero
7 Exhibit 27 for identification as
8 of this date.)
9 Q. Mr. Romero, the court reporter has
10 handed to you a document marked Exhibit 27.
11 It's been stamped with identification
12 numbers ROSS 7512 and 7513. It's an e-mail
13 exchange between you and Dr. Chu, is it not?
14 A. Yes.
15 Q. Now, just to be fair to you, I'll
16 fast forward to save us time. There had
17 been negotiations and additional e-mails
18 between and you Dr. Chu on mainly both the
19 Caritas and Wyckoff contracts during this
20 period of time, had there not?
21 A. Yes.
22 Q. And at this point in time, the two
23 of you had exchanged some draft contracts.
24 A. I believe so.
25 Q. Your e-mail to Dr. Chu on the first

1 J. ROMERO
2 page dated November 27, 2007 at 12:33 p.m.,
3 it says, "Legal reviewing final touches on
4 contract." And then at the bottom, it says,
5 "If you can, please call me or Clair
6 Mullally, Esq. at (718)558-2001." Who is
7 Claire Mullally?

8 A. Claire Mullally was a counsel for
9 Caritas at that time who was involved in
10 viewing the draft issues. M-U-L-L-A-L-L-Y.

11 Q. So Ms. Mullally was the hospital's
12 inhouse lawyer?

13 A. Yes, of Caritas.

14 Q. During the course of your work
15 exchanging draft amendments to the BQHC-Ross
16 affiliation agreement with Dr. Chu, had Ms.
17 Mullally been involved in the process?

18 A. Yes, she was the person who was
19 exchanging drafts with Dr. Chu.

20 Q. So from your side, it was the
21 hospital's lawyer swapping drafts with Dr.
22 Chu?

23 A. Yes, copied to me.

24 Q. For ease of reference, Mr. Romero,
25 I'm going to put Exhibit 6, that's the

1 J. ROMERO
2 amendments to the Ross-BQHC affiliation
3 agreement and also the Ross-Wyckoff
4 affiliation agreement?

5 A. I can only recall the Caritas
6 agreement. I'm not certain about the second
7 reference.

8 Q. At least one of those documents
9 would be the amendment to the Ross-BQHC
10 agreement?

11 A. The Ross-Caritas agreement.

12 Q. That would be Romero Exhibit 6
13 entitled Amendment to Affiliation Agreement
14 between Ross University School of Medicine
15 and School of Veterinary Medicine and
16 Brooklyn Queens Health Care, Inc. through
17 Caritas Health Care?

18 A. Yes.

19 Q. Why was it that you know that Mr.
20 Goldberg was going to be signing these
21 agreements?

22 A. I remember the particular day. Mr.
23 Singleton nor Dr. Lodha were present at the
24 time. We were instructed by Mr. Singleton
25 through Mr. Goldberg to take care of the

1 J. ROMERO
2 amendment to the affiliation agreement
3 before you. Before I do that let's mark
4 this.

5 (Document marked as Romero
6 Exhibit 28 for identification as
7 of this date.)

8 Q. Exhibit 28, as marked by the court
9 reporter, is an e-mail string marked with
10 identification numbers BQHC 47571 and 572,
11 that is, is it not, copies of an e-mail
12 exchange between you, Mr. Goldberg, Mr.
13 Sarli, and Mr. Haas, H-A-A-S?

14 A. Yes.

15 Q. Who is Mr. Haas?

16 A. I can only recall that he worked for
17 Mr. Goldberg.

18 Q. You write in the top e-mail on
19 December 4, 2007, "Final signatures to be
20 made. Paul G will need to sign two docs
21 with me today. Wire is set up and will be
22 sent once the signatures are received." Do
23 you see that?

24 A. Yes.

25 Q. The two documents, are those the

1 J. ROMERO
2 signatures through Mr. Goldberg's office.

3 Q. So your contact on this signature
4 was from Mr. Goldberg?

5 A. Yes.

6 Q. I take it what he told you was that
7 Mr. Singleton was away from the hospitals,
8 so get the agreements to Mr. Goldberg for
9 signature?

10 A. Someone had mentioned that Mr.
11 Goldberg would be handling it for Mr.
12 Singleton.

13 Q. Do you remember who that was?

14 A. No.

15 Q. If we can refer back to the
16 amendment in Exhibit 6, please, the
17 amendment does, does it not, call for Ross
18 to make additional prepayments and get some
19 additional slots, correct?

20 A. Yes.

21 Q. Were you the one that presented the
22 final draft to Mr. Goldberg for signature or
23 was that something that Ms. Mullally did?

24 A. Everything at that time was through
25 Ms. Mullally.

1 J. ROMERO
2 Q. So it would have been the inhouse
3 lawyer that gave it to him to be signed?
4 A. And to myself, yes.
5 Q. Next question: Who gave it to you?
6 A. Ms. Mullally.
7 Q. Did she instruct you to sign it?
8 A. Yes.
9 Q. Let's take a ten-minute break.
10 (Whereupon, a recess was taken.)
11 (Document marked as Romero
12 Exhibit 29 for identification as
13 of this date.)
14 Q. Mr. Romero, the court reporter has
15 handed you a document that she has marked as
16 Exhibit 29. It's an e-mail exchange between
17 you and Mr. Singleton forwarding material
18 you received from Dr. Chu. It's been marked
19 BQHC 39559 through 39560. This is an e-mail
20 that -- the last page has been redacted but
21 appears to be one from Dr. Chu to you and
22 Ms. Mullally, correct?
23 A. Yes.
24 Q. Looks like a draft agreement, red
25 line and clean copy. The first page, is

1 J. ROMERO
2 Exhibit 30. It's been stamped with
3 identification numbers ROSS 001564 and
4 001565. This is, is it not, a copy of an
5 e-mail that Claire Mullally sent to Wilfredo
6 Raymundo, R-A-Y-M-U-N-D-O, with a copy to
7 you and Dr. Chu?
8 A. Yes.
9 Q. And where I would like to direct
10 your attention is to the name or signature
11 block of Ms. Mullally. It lists her as
12 interim counsel for Brooklyn Queens Health
13 Care, Inc., Wyckoff Heights Medical Center,
14 and Caritas. Earlier in your testimony, you
15 said that Ms. Mullally was lawyer for
16 Caritas. Does this refresh your
17 recollection, sir, that she was also inhouse
18 counsel for Brooklyn Queens Health Care and
19 Wyckoff Heights Medical Center?
20 A. I was not aware that she was.
21 Q. The commercial deal points for the
22 first amendment in Exhibit 6, were those
23 points that were substantively negotiated
24 between Dr. Chu and someone from the
25 hospital other than you?

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1 J. ROMERO
2 that your e-mail forwarding on clean and red
3 line to Mr. Singleton?
4 A. Yes.
5 Q. I guess from your indication in your
6 note it is correct, is it not, that Ross had
7 already signed the contract?
8 A. From my understanding, yes.
9 Q. And Claire would be Claire Mullally?
10 A. Yes.
11 Q. The question for Mr. Singleton is
12 whether you and Mr. Goldberg should sign it
13 at that point?
14 A. Yes.
15 Q. He indicates you got to wait until
16 he gets back tomorrow.
17 A. Yes.
18 Q. Does it spark any recollection about
19 how this actually happened?
20 A. No.
21 (Document marked as Romero
22 Exhibit 30 for identification as
23 of this date.)
24 Q. Mr. Romero, I'm handing you a
25 document which has been marked as

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1 J. ROMERO
2 MR. LOUGHLIN: Objection to
3 form. Do you understand the
4 question?
5 THE WITNESS: If Dr. Chu
6 discussed with other --
7 Q. I'm talking about the hospital side.
8 Were you the deal point guy for the hospital
9 with Dr. Chu or was there somebody else?
10 A. It would be Mr. Singleton as well.
11 Q. We've also marked as Exhibit 7 the
12 second amendment to the affiliation
13 agreement. The drafts of that agreement
14 that went back and forth between the
15 parties, were you the source of the exchange
16 for the hospital side, or did Ms. Mullally
17 or somebody else do that?
18 A. Ms. Mullally and I worked together
19 in receiving the draft proposals.
20 Q. On the hospital side, who was
21 responsible for the substance of the
22 negotiation?
23 A. At that time, it was Mr. Singleton.
24 Q. Were you at all responsible for the
25 substantive points?

1 J. ROMERO

2 MR. LOUGHLIN: Objection to
3 form. Can you answer the question?

4 MR. TZANETOPOULOS: Actually, I
5 think he already has. I withdraw
6 that. I think we did that early on.
7 I apologize.

8 Q. Again, you can look at this as much
9 as you would like. Where I would like to
10 direct your attention ultimately is to the
11 provisions of the contract contained --

12 MR. LOUGHLIN: Are you referring
13 to the second amendment?

14 MR. TZANETOPOULOS: Yes,
15 Exhibit 7, the second amendment.
16 Portions on the exhibit, pages 3 and
17 4, under the heading, Litigation.
18 Take a minute, take a look, and then
19 I'll ask you some questions.

20 Q. At the time that Ross and BQHC
21 signed Exhibit 7, AUC had sued Caritas and
22 BQHC and Wyckoff, had it not?

23 A. Yes.

24 Q. Had you played a part in the
25 discussions with AUC informing AUC that it

1 J. ROMERO

2 amendment agreement with Ross or
3 whether you know whether someone
4 else participated in those
5 discussions.

6 THE WITNESS: I was aware of it,
7 I was aware of it.

8 Q. Were you one of the ones that talked
9 with AUC about prepaying the unamortized
10 portion?

11 A. I don't recall anything official to
12 AUC.

13 Q. But anything unofficial?

14 A. I recall, I believe, a telephone
15 discussion with an AUC employee that
16 something in that nature is being discussed
17 and that it's best to have a dialogue with
18 Caritas administration.

19 Q. With whom did you speak with?

20 A. I believe I spoke with Ed Kulesa,
21 former employee at Wyckoff who now works for
22 AUC. K-U-L-E-S-A.

23 Q. You were aware, were you not, that
24 the hospitals did in fact attempt to return
25 payment of the unamortized funds to AUC on

1 J. ROMERO

2 was the hospital's intention to prepay the
3 AUC promissory note and provide those slots
4 to a school other than the American
5 University of the Caribbean?

6 A. Could you repeat that question?
7 (Whereupon, the referred
8 question was read back by the
9 Reporter.)

10 THE WITNESS: I don't recall
11 that language.

12 Q. To your understanding, were those
13 discussions conducted either by Mr.
14 Singleton or by counsel?

15 A. I believe, from my recollection,
16 these were discussed, all of these items
17 were discussed, but I'm not particularly
18 sure about the prepaying or the -- if you're
19 referring to unamortized monies, to pay off
20 unamortized monies, I was aware of that.

21 MR. LOUGHLIN: I think the
22 question was whether you personally
23 participated in discussing with AUC
24 the steps that would be taken
25 leading to Exhibit 7, the second

1 J. ROMERO

2 the promissory note, correct?

3 A. I was aware of that.

4 Q. And you were also aware, were you
5 not, that hospital administration's plans
6 for those slots were to sell them to Ross,
7 correct?

8 A. To replace vacated slots with the
9 Ross amendment.

10 Q. And in effect, hospital
11 administration had, had it not, executed
12 what in your e-mail in Exhibit 26 was your
13 Plan B?

14 A. A part of that.

15 Q. Other than the change in price, was
16 it essentially your Plan B?

17 MR. LOUGHLIN: Meaning the
18 second amendment?

19 MR. TZANETOPOULOS: Yes.

20 THE WITNESS: Essentially, yes.

21 Q. By the time the parties signed the
22 second amendment, as you testified, AUC had
23 sued the hospital entities. Were you
24 involved in the discussions with Ross about
25 how to deal between the parties with the

1 J. ROMERO
2 fact that AUC had sued?
3 A. Yes, to an extent, yes.
4 Q. With whom did you talk at Ross about
5 that?
6 A. Dr. Chu, I believe, for the most
7 part.
8 Q. And what were the substance of the
9 conversations between you and Dr. Chu?
10 A. To my recollection, most of our
11 discussions were directly just related to
12 the vacated slots that are now available for
13 Ross to fill and for Dr. Chu's department,
14 the clinical department, to place their
15 students at Caritas.
16 Q. Did you or Dr. Chu discuss the
17 potential effect of an injunction should AUC
18 have obtained an injunction in its suit on
19 the ability to place those students?
20 A. I don't recall a direct discussion
21 with me and Dr. Chu, but I do recall -- at
22 that time I was aware of the possibility
23 from what I have heard from Lee Barkan or
24 Claire Mullally.
25 Q. Were the discussions about --

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1 J. ROMERO
2 MR. LOUGHLIN: Just don't
3 discuss anything about
4 communications with Mr. Barkan or
5 Ms. Mullally. That's privileged
6 communications.
7 Q. Were the discussions about how to
8 deal about an injunction being had at least
9 to your understanding between the lawyers
10 for the two parties?
11 A. I have no idea.
12 Q. Would you have any idea as to who
13 was conducting the discussions?
14 A. No.
15 Q. Is your only understanding of the
16 communications between the parties about how
17 to handle a potential injunction what was
18 told to you by the hospital's lawyers?
19 A. No. I have no recollection of
20 having anyone discuss the injunction with me
21 directly.
22 Q. How about indirectly?
23 A. Or indirectly for that matter.
24 Q. The litigation section of the second
25 amendment, Exhibit 7, between pages 3 and 4,

1 J. ROMERO
2 generally addresses what would happen if,
3 and I'm quoting on page 3, "As a result of
4 such injunction or other court order, BQHC
5 is unable to provide 135 core clerkship
6 slots to Ross guaranteed hereunder," and
7 there is some -- what do you do if that
8 happens.
9 MR. LOUGHLIN: To make sure that
10 the record is clear, the last
11 portion of the exhibit that you were
12 reading from says that if those
13 things happen, this amendment shall
14 automatically terminate and be of no
15 further force and effect except with
16 respect to the indemnification.
17 MR. TZANETOPOULOS: It goes on
18 to say much more than that but --
19 MR. LOUGHLIN: Well, that is the
20 paragraph that you were reading
21 from. That is the final sentence in
22 that paragraph.
23 Q. Here is my question for you,
24 Mr. Romero: After this agreement was
25 signed, did in fact the hospitals provide

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1 J. ROMERO
2 ultimately 135 core rotations to Ross's
3 students?
4 MR. LOUGHLIN: When you say the
5 hospitals, you mean Caritas?
6 MR. TZANETOPOULOS: St. John's
7 and Mary Immaculate.
8 THE WITNESS: Eventually we did.
9 (Document marked as Romero
10 Exhibit 31 for identification as
11 of this date.)
12 Q. Mr. Romero, the court reporter has
13 marked as Exhibit 31 a document has been
14 stamped with identification number BQHC
15 49172. Is that an e-mail that you sent to
16 Dr. Chu on May 23rd of 2008?
17 A. Yes.
18 Q. You write to Dr. Chu, "We will have
19 a separate meeting with the chairs on that
20 day." You go on to say that he should feel
21 free to observe during the orientation on
22 the given day. "Tom Singleton and the team
23 (lawyer/myself) have discussed the issues
24 including the recent preliminary injunction
25 order and will keep all Ross students in the

1 J. ROMERO
2 core rotations at every rotation block
3 scheduled," correct?

4 A. Correct.

5 Q. This was, was it not, an e-mail that
6 you sent to Dr. Chu after the Federal
7 District Court in Florida had entered on
8 injunction on behalf of AUC, correct?

9 A. I'm not certain about the timeline.

10 Q. You are aware, are you not, that in
11 fact the Federal District Court of Florida
12 did have an injunction on behalf of AUC?

13 A. I am aware of that, yes.

14 Q. And the injunction required, did it
15 not, that the AUC students continue to be
16 provided slots at Mary Immaculate and St.
17 John's?

18 A. I believe that was the directive.

19 Q. And I take it that posed a problem
20 for you potentially because you had hoped to
21 commit some of those slots to Ross, right?

22 A. It was a scheduling challenge.

23 Q. And the challenge being presented by
24 the fact that Ross had paid money for slots
25 that it hoped to be vacated but now weren't

1 J. ROMERO
2 avoidance of confusion, what you
3 meant, I think, is when you were
4 referring to the scheduling
5 challenge that you were able to
6 accommodate the AUC and the Ross
7 clerkships at least with respect to
8 the core clerkships identified in
9 the agreements; is that your
10 testimony?

11 THE WITNESS: Yes. Thank you.

12 Q. Mr. Romero, the court reporter has
13 handed you two documents that have been
14 marked as Exhibits 32 and 33. Exhibit 32 is
15 Plaintiff's Second Set of Interrogatories to
16 Defendants, and Exhibit 33 is Defendant
17 Wyckoff Heights Medical Center's Responses
18 and Objections to Plaintiff's Second Set of
19 Interrogatories. Mr. Romero, counsel told
20 us, I think, at Mr. Garg's, G-A-R-G,
21 deposition that you were given the task of
22 providing the answers to these
23 interrogatories; is that correct?

24 A. I was given this, yes.

25 Q. Let me start with interrogatory

1 J. ROMERO
2 as a result of the injunction?

3 A. That's correct.

4 Q. What discussions did you have with
5 the folks at Ross about how to address that
6 challenge?

7 A. From my recollection, the cap at
8 that time was released, and we kept the
9 students at Caritas as scheduled. Ross
10 would be sending the names of students and
11 the number of students to Caritas, and we
12 basically accommodated what they sent to us.

13 Q. So what the hospitals did was expand
14 a number of clerks accommodated at the
15 hospitals and then provide both schools with
16 the appropriate numbers?

17 A. Based on the agreement, yes.

18 (Document marked as Romero
19 Exhibit 32 and 33 for
20 identification as of this date.)

21 THE WITNESS: I think when I
22 mentioned agreement, what I meant
23 was the number of core clerkships in
24 the agreement.

25 MR. LOUGHLIN: Just for

1 J. ROMERO
2 number 1. What is it that you did to arrive
3 at the answers to interrogatory number 1?
4 Take your time, read it and be familiar with
5 it, and then we'll talk about how you got to
6 answers.

7 A. Go ahead.

8 Q. What did you do to arrive at the
9 answers to interrogatory number 1? Let's
10 start with 1(a).

11 A. "The current maximum number of
12 medical students for whom Wyckoff has the
13 capacity to provide clinical clerkships at
14 any one time is 406. If current business,
15 political, and economic conditions remain
16 unchanged, the maximum number of medical
17 students for whom Wyckoff has the capacity
18 to provide clinical clerkships at any one
19 time will remain 406 through the year 2020."

20 MR. LOUGHLIN: His question was
21 how did you determine that number?

22 THE WITNESS: This number is the
23 current capacity at Wyckoff Heights
24 Medical Center based on current
25 resources, meaning personnel

1 J. ROMERO
2 services and other than personnel
3 services, faculty, classrooms, and
4 the current policies of the New York
5 State Education Department and other
6 regulatory agencies.
7 It would be hard for us to
8 determine anything past this year as
9 far as determining what the number
10 might be next year, so we arrived at
11 this number as the status quo
12 number, and if everything remains
13 the same, I believe we will have the
14 same number of clerkship positions.
15 **Q. Do you presently, when schools**
16 **provide the maximum that they provide**
17 **whatever medical students make arrangements**
18 **with you if they do, max out at 406?**
19 A. I don't know of any number from
20 anyone.
21 **Q. Have you had this year 406 medical**
22 **students in the building at any one time?**
23 A. It's possible, yes.
24 **Q. Have you ever had more?**
25 A. Probably not.

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1 J. ROMERO
2 **Q. The regulatory constraints that you**
3 **speak of, what are the ratios that are**
4 **involved?**
5 A. From what I know, there are no
6 specific limitations on the number of
7 faculty to trainees. However, there are
8 recommendations, and that is in the range of
9 1 is to 8, one faculty member to eight
10 trainees.
11 **Q. And was that number, this 406**
12 **number, calculated using that 1 to 8 ratio?**
13 A. Yes, and even more conservative
14 formula. The range is 1 is to 4 to 1 is to
15 8 depending on the rotation.
16 **Q. And you used the 1 to 8 or the 1 to**
17 **4 ratio?**
18 A. Depending on the rotation, we would
19 use 1 is to 8 on some and on other
20 rotations, 1 is to 4.
21 **Q. To get to 406, on which rotations**
22 **did you use which ratios?**
23 A. We currently base it on the number
24 of students that the chairman can take at
25 any given time. We did say to them, to the

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1 J. ROMERO
2 core rotations, that the maximum is 1 is to
3 8. So I can say that in medicine, in
4 surgery, and pediatrics, and OB/GYN, and
5 family medicine, these rotations were
6 advised to use the 1 is to 8 ratio.
7 **Q. And what ratios were used for the**
8 **other rotations?**
9 A. For the most part, elective
10 rotations or subspecialty rotations use a
11 range of 1 is to 4 or 1 is to 6. It
12 fluctuates depending on staff vacation and
13 the availability of faculty and space.
14 **Q. Is it correct that the only prepaid**
15 **clerkship contracts with a medical school**
16 **for clerkships at Mary Immaculate and St.**
17 **John's Queens Hospital were the contracts**
18 **with Ross and AUC?**
19 A. From my recollection, yes.
20 **Q. Is it true that the only prepaid**
21 **clerkship contract between a medical school**
22 **and Wyckoff is that with Ross?**
23 A. No.
24 **Q. When plans were being made to close**
25 **Mary Immaculate and St. John's, were you**

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2 **given any tasks in connection with what to**
3 **do with the medical students doing rotations**
4 **at those hospitals?**
5 A. Yes.
6 **Q. What tasks?**
7 A. To complete and secure their files.
8 **Q. Were you given any other tasks?**
9 A. During the time leading to the
10 closure of Mary Immaculate and St. John's
11 Hospital, we asked the subspecialty
12 departments to stop scheduling medical
13 students past a time in the future for the
14 electives.
15 **Q. Did you make such an instruction**
16 **with respect to the core rotations?**
17 A. None that I can recall. It was our
18 aim to continue the core rotations.
19 **Q. And how were you going to do that**
20 **with the hospitals being closed?**
21 A. I'm sorry, I was talking about the
22 time leading to the closure.
23 **Q. I'm sorry. In layman's terms, was**
24 **the plan to shut down the cores a little**
25 **earlier or rather shut down the electives a**

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little earlier and run the course as long as you could?

A. We had the rotation blocks, and our immediate plan was to ensure that all rotation blocks -- as long as the hospital is open, we would maintain a complete rotation block for each core and elective.

Q. The defendants in this case have produced documents that laid out in writing plans for closing St. John's and Mary Immaculate, and there's discussions with some of those plans about what to do with those medical students. Did you participate in providing information on any of those plans?

A. I don't recall any particular requests, but I may have given information on the number of medical students we had at Caritas.

Q. When you were providing information for those plans, to whom did you provide the information?

A. From what I recall, I probably provided them to Mr. Singleton or his staff,

J. ROMERO

A. Yes.

Q. After they left, who did you understand to be in charge of hospital administration?

MR. LOUGHLIN: Which hospital?

MR. TZANETOPOULOS: Any of them.

THE WITNESS: Caritas was, in my recollection now, being run by Chris Mastromano for Mary Immaculate and Annette Hastings at St. John's Queens Hospital, and they did report to William Buzz Dowling and John Lavan, but that's the extent of what I know.

Q. How about at Wyckoff? After Mr. Singleton left, who was in charge at Wyckoff?

A. If I recall, the administrator at that time was Rajiv Garg, R-A-J-I-V, G-A-R-G.

Q. And in the time between when Mr. Singleton and the folks from FTI left the hospital administration for any of these entities and the time Caritas hospitals

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I'm not sure, but certainly to Dr. Denton.

Q. Let me help you with the time frame a little bit. Mr. Singleton, I believe the documents reflect, and FTI were out of the hospitals in fall of 2008. Hospitals closed February/March 2009. If you want some names of the people who you dealt with over there, see if it helps your recollection, there is a John Kastanis, K-A-S-T-A-N-I-S, Buzz Dowling, D-O-W-L-I-N-G, Dr. Denton, D-E-N-T-O-N. Did you deal with any of those folks in closure planning?

A. I believe I dealt with Dr. Denton. I don't recall any of other two other gentlemen you mentioned, but I also dealt with Chris Mastromano, M-A-S-T-R-O-M-A-N-O, who at the time was the administrator at Mary Immaculate Hospital.

Q. How about a John Lavan, L-A-V-A-N?

A. I haven't spoken with Mr. Lavan at all in my career.

Q. Do you now recall that before the hospitals were closed, Mr. Singleton and the folks at FTI left hospital administration?

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closed, were you ever present for any discussion in which anybody suggested that the contracts we have marked as Exhibits 5, 6, or 7 were unauthorized?

A. No.

Q. Have you ever been present during that time frame for a discussion in which anybody ever suggested returning to Ross the money that it had paid under those contracts?

A. Could you kindly restate that?

Q. During the time between when Mr. Singleton and FTI left hospital administration for these entities, any of them, and the time the Caritas hospitals closed, were you ever present when anyone suggested that the money that Ross had paid under these contracts be returned to Ross?

A. No.

Q. Did you have discussions with anybody at Ross about what was going to happen to Ross's students who were in the middle of rotations when Mary Immaculate and St. John's Hospital closed?

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2 A. Yes, to the extent of a concern of
3 clerkship placements for the students, I
4 did.

5 Q. With whom at Ross did you speak?

6 A. I believe it was with Dr. Enrique
7 Fernandez.

8 Q. What was the substance of the
9 conversation between you and Dr. Fernandez
10 on those topics?

11 A. From what I recall, I had asked Dr.
12 Fernandez about the future rotations of the
13 students that were at Caritas at that time.
14 I offered my assistance, both personal and
15 through my office, as to -- I offered my
16 assistance as to how I can maybe assist him
17 in scheduling his students at that time.

18 Q. Were there in fact Ross medical
19 students at the Caritas hospitals who were
20 in rotation at the time the hospitals
21 closed?

22 A. I believe there were some.

23 Q. Were any of those students placed at
24 Wyckoff to complete their rotations?

25 A. Yes.

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1 J. ROMERO

2 Ross students who are occupying clerkship
3 slots at Wyckoff?

4 A. Approximately 110 students at any
5 given day or month at Wyckoff.

6 Q. Let me direct your attention to the
7 document that's been marked as Romero
8 Exhibit 5, and in particular -- I'll show it
9 to you and what we can do is look at it side
10 by side. Directing your attention to the
11 page which is Bates stamped ROSS 0064, I'll
12 read this in order to make sure it's clear
13 what I'm referring you to. It says, "Absent
14 material breach of this agreement by the
15 university, the hospitals," which is a
16 defined term under the agreement as the
17 Caritas hospitals, "shall not withhold
18 services while the hospitals remain
19 operative. In the event the hospitals are
20 not operative, and the university is not in
21 material breach of the agreement, BQHC
22 agrees to provide the university with an
23 equivalent number of clerkships as agreed to
24 herein at one or more of its other
25 facilities."

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1 J. ROMERO

2 Q. How many?

3 A. I don't recall the number.

4 Q. Who made the arrangements for those
5 rotations to be completed at Wyckoff?

6 A. Dr. Fernandez and I discussed it
7 from the hospital side. I asked the
8 chairman of the departments to take some of
9 the students.

10 Q. From the hospital side, was anybody
11 else involved in that decision other than
12 you and each of the department chairs?

13 A. No.

14 Q. I believe those are all the
15 questions I have for Mr. Romero today.

16 EXAMINATION BY

17 MR. LOUGHLIN:

18 Q. Maybe I'll just follow up with one
19 or two things. Mr. Romero, you made
20 reference to the capacity of clerkships at
21 Wyckoff to be approximately 406. Are there
22 Ross students who are occupying some of
23 those clerkships today?

24 A. Yes.

25 Q. Can you approximate the number of

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2 My question to you, Mr. Romero, is
3 during the period that you were in
4 discussions with people at Ross, in November
5 and December 2006, did anyone from Ross at
6 any time, either in an e-mail, or telephone
7 conversation, or otherwise, bring this
8 language to your attention?

9 MR. TZANETOPOULOS: Object to
10 the form.

11 THE WITNESS: The answer is no.

12 Q. In your discussions in November and
13 December 2006 with people from Ross leading
14 to this affiliation agreement, which was
15 executed on December 28, 2006, do you recall
16 any conversation with anyone in which you
17 were told in substance that Ross needed to
18 have a provision in the affiliation
19 agreement, which indicated that BQHC would
20 have an obligation to find replacement
21 clerkships for Ross students in the event
22 the Caritas hospitals closed?

23 MR. TZANETOPOULOS: Object to
24 the form.

25 THE WITNESS: No.

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1 J. ROMERO
 2 MR. LOUGHLIN: I just have one
 3 exhibit that I would like to have
 4 marked as the next numbered exhibit.
 5 (Document marked as Romero
 6 Exhibit 34 for identification as
 7 of this date.)
 8 Q. I'm placing before you a document
 9 which has been marked as Exhibit 34 of your
 10 deposition. You had earlier testified that
 11 it was your practice when you had telephone
 12 conversations with representatives of Ross
 13 that you would take notes and then translate
 14 those notes into an e-mail.
 15 A. Yes.
 16 Q. And is Exhibit 34 an example of that
 17 practice?
 18 A. Yes.
 19 Q. I have nothing further.
 20 EXAMINATION BY
 21 MR. TZANETOPOULOS:
 22 Q. Mr. Romero, let me refer you back to
 23 Deposition Exhibit Number 20. It's the
 24 e-mail exchange between you and Dr. Shepherd
 25 and the red line that we discussed earlier.

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1 J. ROMERO
 2 In particular, I would like to call your
 3 attention to the page marked ROSS 8491. Are
 4 you there with me?
 5 A. Yes.
 6 Q. Mr. Loughlin asked whether your
 7 attention had been called by anything Ross
 8 did, I think, or something to that effect,
 9 to the language he pointed out in the final
 10 agreement, Exhibit 5. This red line
 11 contains, does it not, markings showing that
 12 Ross proposed to add that very language,
 13 correct?
 14 MR. LOUGHLIN: I'll stipulate
 15 that in this exhibit the language
 16 that I just read is redlined.
 17 Q. My question for Mr. Romero is that
 18 was called out in this very draft, was it
 19 not?
 20 MR. LOUGHLIN: Objection to the
 21 form.
 22 THE WITNESS: It is on this
 23 page.
 24 Q. And marked as a proposed insertion;
 25 is that correct?

1 J. ROMERO
 2 MR. LOUGHLIN: It's redlined.
 3 THE WITNESS: It is part of the
 4 discussion, yes.
 5 MR. TZANETOPOULOS: I'm done.
 6 Thank you.
 7 (Whereupon, at 4:15 p.m., the
 8 examination of this witness was
 9 concluded.)
 10
 11

 JULIUS ROMERO

12
 13
 14 Subscribed and sworn to before me
 15 this ____ day of _____, 2011.
 16

 NOTARY PUBLIC

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None		

CERTIFICATE

STATE OF NEW YORK)
 ss.:
 COUNTY OF NEW YORK)

I, BINITA SHRESTHA, a Notary Public for and within the State of New York, do hereby certify:

That the witness whose examination is hereinbefore set forth was duly sworn and that such examination is a true record of the testimony given by that witness.

I further certify that I am not related to any of the parties to this action by blood or by marriage and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of July, 2011.

BINITA SHRESTHA

STATE OF NEW YORK)
 ss.:
 COUNTY OF NEW YORK)

I wish to make the following changes, for the following reasons:

PAGE LINE

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